

County of Mercer

McDade Administration Building, 640 South Broad Street, Trenton, NJ 08650-0068

SPECIFICATIONS FOR REBID SECURITY SYSTEM INSTALLATION, MAINTENANCE, SERVICE AND REPAIR FOR THE COUNTY OF MERCER AND THE MERCER COUNTY COOPERATIVE PURCHASING SYSTEM FOR A PERIOD OF TWO (2) YEARS



To Be Received On September 25, 2014 at 11:00 A.M.

CK09MERCER2014-14B

**COUNTY OF MERCER
BID DOCUMENT CHECKLIST**

Required With Bid	DOCUMENTATION REQUIRED OR REVIEWED	Read, Signed & Submitted Bidder's Initial
A.	FAILURE TO SUBMIT ANY OF THE ITEMS WITH YOUR BID IN SECTION A. IS <u>MANDATORY</u> CAUSE FOR REJECTION OF BID	
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Addenda (To be Completed if Addenda are Issued)	
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification (Do not reference a company)	
<input checked="" type="checkbox"/>	Sub-Prime Contractors Named (Applicable to: Electrical OR Burglar Alarm or Locksmith)	
<input checked="" type="checkbox"/>	Affirmative Action Regulations Questionnaire (EVIDENCE REQUIRED IF AWARDED)	
<input checked="" type="checkbox"/>	License(s) or Certification(s) Required for the Project (Electrical or Burglar Alarm or Locksmith License)	
<input checked="" type="checkbox"/>	Completed and Signed Proposal Page	
B.	MUST COMPLY WITH THE FOLLOWING	
<input checked="" type="checkbox"/>	Executive Order 98-1	
C.	MANDATORY ITEM(S), REQUIRED NO LATER THAN TIME PERIOD INDICATED	
<input checked="" type="checkbox"/>	Public Works Contractor Registration Certificate(s) for the Bidder and Designated Subcontractor (Prior to Award, but effective at time of bid)	
<input checked="" type="checkbox"/>	Business Registration Certificate – Bidder (Prior to Contract Award)	
<input checked="" type="checkbox"/>	Business Registration Certificate – Designated Subcontractor) (Prior to Contract Award)	
D.	SUBMIT THE FOLLOWING/COMPLY WITH THE FOLLOWING	
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	
<input checked="" type="checkbox"/>	Prevailing Wage Certification	
<input checked="" type="checkbox"/>	Iran Certification	
<input checked="" type="checkbox"/>	Three (3) references for similar projects	
<input checked="" type="checkbox"/>	Insurance and Indemnification Certificate	
<input checked="" type="checkbox"/>	Certification of Available Equipment	
<input checked="" type="checkbox"/>	Safety Certification	
<input checked="" type="checkbox"/>	As Built Drawings and Operating and Maintenance Procedures Manual upon Acceptance of Projects	
<input checked="" type="checkbox"/>	One Original Complete Bid and One Complete Copy of the Bid	
E.	READ ONLY	
<input checked="" type="checkbox"/>	Americans With Disability Act of 1990 Language	
F.	OPTIONAL ITEM(S)	
<input checked="" type="checkbox"/>	County Cooperative Contract Option	

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specifications requirements and does not relieve the bidder of the need to read and comply with the specifications.

Bidder Name: _____ Date: _____

Authorized Representative: _____

Signature: _____

Print Name & Title: _____

NOTICE TO BIDDERS

Notice is hereby given that on September 25, 2014 at 11:00 A.M. (Prevailing time), sealed bids will be opened and read in public by the Purchasing Agent in the Mercer County McDade Administration Building, 640 South Broad Street, Room 321 Third Floor, Trenton, New Jersey for:

REBID SECURITY SYSTEM INSTALLATION, MAINTENANCE, SERVICE AND REPAIR FOR THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM FOR A PERIOD OF TWO (2) YEARS

Bids shall be delivered in sealed envelopes and addressed to Marcella Covello, Purchasing Agent, Room #321, 640 South Broad Street, Third Floor, P.O. Box 8068, Trenton, NJ 08650-0068.

With the exception of the United States Postal Service, express mail shall be delivered to the Department of Purchasing, Room 321 640 S. Broad Street, Third Floor, Trenton, New Jersey 08611.

Specifications and drawings may be obtained online or in the Department of Purchasing during the office hours of 8:30 A.M. to 4:30 P.M.

Bidders are required to comply with the requirements of N.J.S.A.10:5-31 et seq. and N.J.A.C. 17:27.

Mercer County Procurement Website:

<http://nj.gov/counties/mercerc/procurement/bidsopp.html>

COUNTY OF MERCER, NEW JERSEY
Marcella Covello, QPA
Purchasing Agent
CK09MERCER2014-14B
609 989 6710

COUNTY CONTRACT PURCHASING SYSTEM

County Cooperative Contract Purchasing is specifically provided for in N.J.S.A. 40A:11-11(6) and **(5:34-7.21)**.

County Cooperative Contract Purchasing is a Cooperative Purchasing System that may be created only by a county. Using only its own needs, the county advertises for the receipt of bids and awards a contract to the successful bidder. With the approval of both Mercer County and the vendor, contracting units located within the geographic boundary of Mercer County may purchase under the contract subject to its specifications, terms and conditions.

VENDOR WILL EXTEND CONTRACT PRICES TO THE "COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM" PARTICIPANTS

- ☐ Check here if willing to provide the goods and services herein bid upon to local governmental contracting units located within the County of Mercer without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders will be placed directly by the contracting units, subject to the overall terms of the contract to be awarded by the County of Mercer, and that no additional service or delivery charges will be allowed except as permitted by these specifications.

- ☐ Check here if not willing to extend prices to contracting units located in the County of Mercer. It is understood that this will not adversely effect consideration of this bid with respect to the needs of the County of Mercer. The contract for the stated needs of the County will be awarded to the lowest responsible bidder, and specifically not made available to contracting units within the County of Mercer.

REGISTER TO DO BUSINESS WITH THE COUNTY OF MERCER

A weekly e-notification is sent to all vendors currently registered with the County of Mercer, directing them to bidding opportunities on the County Procurement website.

REGISTER AT:

<https://secure.jotform.com/form/2760607202>

INSURANCE REQUIREMENTS

The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation as statutorily required, General Liability in the amount of \$1,000,000.00 single occurrence and \$2,000,000.00 general aggregate and Automobile Insurance in the amount of \$1,000,000.00 combined single limit. Vendors are responsible to provide updated certificates as policies renew. Depending upon the scope of work and goods or services provided, specific types of insurance may not be required. The Mercer County Division of Insurance and Property Management will make this determination.

In all cases where a Certificate of Insurance is required, the County of Mercer and Mercer County Park Commission (if applicable) is to be named as an additional insured and named as the certificate holder as follows: "County of Mercer, 640 South Broad Street, PO Box 8068, Trenton, NJ 08650-0068". The Certificate shall contain a 30-day notice of cancellation. The language shall state the following:

"The County of Mercer and Mercer County Park Commission (if awarded through the Park Commission) named as additional insured."

**REBID SECURITY SYSTEM INSTALLATION, MAINTENANCE, SERVICE AND REPAIR FOR THE MERCER
COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM
FOR A PERIOD OF TWO (2) YEARS
OFFICE OF THE SHERIFF CONTACT:
PEDRO MEDINA, UNDER SHERIFF (609) 989-6123
BUILDINGS AND GROUNDS CONTACT: ED URBANIK (609) 530-7504
MERCER COUNTY CORRECTION CENTER: LT. BONE (609) 583-3545 EXT. 3547
PARK COMMISSION CONTACT: JOE PIZZA (609) 303-0711**

INTENT

The County of Mercer public noticed a request for bid for Security System Installation. No bids were received on August 28, 2014.

This is a second request of bids for the installation, maintenance, monitoring, service and repair of security systems, electronic gates and locking systems. **BIDDERS SHALL PROVIDE A COPY OF THEIR ELECTRICAL LICENSE AND BURGLAR ALARM LICENSE OR LOCKSMITH LICENSE WITH THEIR BID. (BURGLAR ALARM LICENSE IS EXEMPTED THROUGH THE ELECTRICAL LICENSE).** Please refer Appendix A for a listing of all county facilities. The County has budgeted \$356,000 annually for this service.

MERCER COUNTY CO-OP

County Cooperative Contract Purchasing is a Cooperative Purchasing System that may be created only by a county. Using only its own needs, the county advertises for the receipt of bids and awards a contract to the successful bidder. With the approval of both Mercer County and the vendor, contracting units located within the geographic boundary of Mercer County may purchase under the contract subject to its specifications, terms and conditions. The County reserves the right to purchase items from state contract and/or in the open market, if such use serves the interest of the County. The County reserves the right to bid separately for any commodity represented in the catalogue.

CONTRACT AWARD

The County of Mercer shall award two contracts based upon Time and Materials for a period of two years. Contracts shall be awarded to the qualified bidders providing the lowest hourly rate for work performed during regular hours.

AGENCIES

All work shall be coordinated by Joe Pizza, Project Manager for the Park Commission, Pedro Medina, Under Sheriff for the Mercer County Sheriff, Edward Urbanik, Supervisor of Buildings and Grounds and Lt. Bone, Mercer County Correction Center. See contact telephone numbers above.

AS BUILTS DRAWINGS AND OPERATING AND MAINTENANCE MANUALS

The awarded contractor may be required to provide As-Built Drawings if stated in the technical specifications.

The awarded contractor shall provide three copies of the Operating and Maintenance Manual and two electronic versions of the O&M manual upon Acceptance of the Project. Payment will not be released until Manuals are turned over to the County Project Manager. One hard copy and electronic copy shall be forwarded to the Department of Purchasing.

BIDDERS SHALL BE REGISTERED AS PUBLIC WORKS CONTRACTORS ON THE DATE OF THE BID OPENING. CONTRACTORS SHALL COMPLY WITH THE PREVAILING WAGE ACT.

BIDDERS SHALL BE CERTIFIED TO INSTALL SECURITY SYSTEMS AND BIDDERS SHALL PROVIDE A COPY OF THEIR CERTIFICATION FROM THE MANUFACTURER

ELECTRICAL LICENSE AND BURGLAR ALARM OR LOCKSMITH LICENSE

Bidders shall be licensed to perform electrical work and shall provide a copy of their ELECTRICAL LICENSE AND BURGLAR ALARM LICENSE OR LOCKSMITH LICENSE PRIOR TO THE CONTRACT AWARD. (BURGLAR ALARM LICENSE IS EXEMPTED THROUGH THE ELECTRICAL LICENSE).

COUNTY FACILITIES

Please refer Appendix A for a listing of all county facilities and summary of systems for the Mercer County Park Commission.

MERCER COUNTY SHERIFF

There are currently thirty-three cameras installed and recording for the Mercer County Sheriff. The inventory consists of BURLE cameras, model TC9903A HK3.7MM and other models that are located on the exterior of the building. There is a KALATEL DIGIPLEX IV, KTD 440 recorder.

DEFINITIONS

"Installation," as defined in 45:5A-2 which includes the survey of a premise, the design and preparation of the specifications for the equipment or system to be installed pursuant to a survey, the installation of the equipment or system, or the demonstration of the equipment or system after the installation is completed.

"Burglar alarm" means a security system comprised of an interconnected series of alarm devices or components, including systems interconnected with radio frequency signals, which emits an audible, visual or electronic signal indicating an alarm condition and providing a warning of intrusion, which is designed to discourage crime;

"Business firm" means a partnership, corporation or other business entity engaged in the alarm business services;

"Electronic security system" means a security system comprised of an interconnected series of devices or components, including systems with audio and video signals or other electronic systems, which emits or transmits an audible, visual or electronic signal warning of intrusion and provides notification of authorized entry or exit, which is designed to discourage crime;

"Licensee" means a person licensed to engage in the alarm business pursuant to the provisions of section 7 of P.L.1997, c. 305 (C.45:5A-27);

"Qualified journeyman electrician" means a person registered pursuant to P.L.1962, c. 162 (C.45:5A-1 et seq.) or P.L.2001, c. 21 (C.45:1-7 et al.), as a qualified journeyman electrician by the board.

PERMITS/GENERAL COMPLIANCE

The Contractors shall obtain and pay for all permits required by this Contract and further shall request all required inspections and obtain those approvals required. The Contractors are required to possess all necessary valid New Jersey state licenses necessary to perform the services requested in these specifications. Materials, equipment, and installation shall comply with all current rules and regulations of all applicable Federal, State, County and Local Laws, Ordinances, Regulations, etc. All work shall be executed in a workmanlike manner and shall present a neat and mechanical appearance when completed. The Contractor shall coordinate work with the County Designee. All work shall be performed so that any interruption of the normal operation of the site shall be minimized.

FAULTY MATERIALS

The Contractors shall take full responsibility for faulty materials and/or workmanship and shall remedy all defects due thereto, and pay any damage to other resulting there from, which shall appear within one (1) year.

MATERIALS

All systems, materials and supplies must be new, first quality products meeting original equipment manufacturer specifications.

QUALIFICATIONS OF BIDDER

Each bidder shall present evidence of the following:

- **Provide three references for the past five years experience in satisfactory installation and completion of similar work.**
- **Evidence of technician qualification for the work is required.**
- **Authorized reseller/dealer/installer evidence.**
- **Certified installer and capable of providing warranty. Provide evidence of certification in the form of a current letter or certification from the manufacturer.**

GENERAL CONDITIONS

The contractor shall guarantee all workmanship and parts furnished and installed under this contract against defect for the life of the contract. Defects will be repaired or replaced at no charge to using agency. Vendors shall generate a separate invoice detailing the labor charge and the parts and materials. The labor charge shall include all travel. No additional travel time will be honored. The contractor shall maintain an adequate inventory of applicable supplies, spare parts and replacement equipment within the contractor's warehouse or service vans, in order to ensure that emergency repairs can be made to the using agency's equipment at once with a minimum of shut down time. It shall be the responsibility of the contractor to make a thorough examination of the equipment/system required. It shall be the responsibility of the vendor upon termination date of the contract, to leave the equipment/systems in first-class operating condition.

Bidders will indicate the number of vehicles in their motor pool available to service the needs of the County of Mercer under this contract. Successful contractors shall set up, for billing purposes, a separate account for each user department. All paperwork shall be sent directly to the user department.

EMERGENCY RESPONSE

The contractor will respond to all emergency calls by telephone within one hour of notification of answering service and will have a serviceman on the job site within one additional hour thereafter for a two-hour total response time. The contractor shall generate an invoice and submit to the agency designee for payment upon completion of the emergency work. The emergency hourly rate shall be paid for the day of the emergency and shall not carry over beyond that day.

DEFINITION OF REGULAR HOURS AND OVERTIME HOURS

Regular hours are defined as any hours worked between 7:00 A.M. and 5:00 P.M., Monday through Friday. Overtime including weekends and holiday hours are defined as any work performed outside of "Regular hours". The awarded contractors shall be paid 1.3 times their regular rate for overtime, weekends and holidays.

PROTECTION OF THE BUILDING AND SITE

The Contractor shall, during the course of the work take those precautions necessary to protect the interior and exterior of the buildings from any water or other damage. The Contractor shall take precautions to protect all trees, shrubs, and lawn in the work area.

HOURLY LABOR RATE

The County does not guarantee any minimum number of hours and will pay only for the actual number of hours authorized and worked.

TRANSITIONAL PERIOD

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or The County of Mercer, the Contractor shall continue all terms and conditions of said contract for a period not to exceed thirty (30) days at the County's request.

The County reserves the right to bid separately for capital security installations.

GENERAL REQUIREMENTS

The purpose of this request for bid is to provide all Mercer County agencies with two Contractors who will design, install, modify existing systems, maintain, supply, repair, furnish and/or install parts, and train users in the operation including but not limited to Security Alarm Systems, Access Control Systems, Panic Alarm Systems, a Pilot installation of network cameras for IP-based video surveillance system, Closed Circuit Television Systems, Intercom Systems ABD Video-Intercom systems on a time and materials basis.

Contractors must be certified installers and capable of providing a manufacturer's warranty. Contractors shall be capable of installing systems at multiple locations simultaneously.

The bidder shall provide an all-inclusive regular time rate. Travel charges are not permitted. The County will provide a 10% mark-up above the **Wholesale Cost** for all equipment and materials. The awarded contractors shall submit to the County designee a proposal for each project showing detailed labor and material costs. **THE COUNTY SHALL PAY FOR ACTUAL TIME AND MATERIALS FOR THE WORK PERFORMED AND EQUIPMENT INSTALLED. The awarded contractors must provide with a copy of their manufacturer's purchase invoice reflecting actual equipment and material costs. Falsifying invoice records from the manufacturer shall be grounds for termination of the contract. The County reserves the right to audit the manufacturer's invoice.**

Bidders must comply with the Prevailing Wage Act and Public Works Contractor Registration Act. Bidders must be registered as Public Works contractors at the time of the bid submittal. Bidders shall reference subs if applicable. Power requirements may exceed 30 volts; as a result, the contractors must hold a valid New Jersey Electrical License and reference subcontractors as per 40A:11-16.

Two successful contractors shall provide cell telephone numbers for managers, supervisors and technicians if requested by the department head. For new work installations, the bidder shall submit a proposal with cost breakdown showing labor rate, quantity of hours, material list, net cost (with evidence of same) and mark-up, at applicable contract rates.

Prior to the installation of new and/or modified Security Systems the successful bidders will be required to develop and submit for approval to the County designee, multiple copies of equipment submittals, equipment wiring diagrams of the actual installation on CAD and floor plans showing equipment locations on CAD.

CONTRACT REQUIREMENTS

The awarded contractors are to be responsible for the installation, maintenance, and repair of any and all cabling, regardless of the type of cabling involved, for those projects which require a cable connection. The awarded contractors shall also be responsible for the installation, maintenance, and repair of the termination points of said cabling. Should it be deemed necessary to contact.

The awarded contractors must submit a proposal in writing prior to the work FOR ALL COSTS ASSOCIATED WITH THE WORK INCLUDING but not limited to labor, equipment, maintenance, shipping, installation, cabling, training, demonstration, warranty, customer support and maintenance. The county will award the work to the contractor providing the lowest responsive, responsible proposal for each project.

When the contractor has completed the project; system documentation including drawings, operation instructions and maintenance manuals must be submitted to the County designee. He shall be notified that all above specifications are met and the system is ready for acceptance testing.

Complete demonstration of the systems functions shall be performed in the presence of the County designee. Following the test, any outstanding work, which must be completed prior to issuance of the certificate of substantial completion, shall be documented in writing.

TRAINING

Training for Agency Staff shall be provided by the awarded contractor.

WARRANTY

The contractor shall include a parts and service warranty for all labor and equipment for a period of one (1) year or **AS WARRANTED BY THE MANUFACTURER FOR A LONGER PERIOD FROM THE DATE OF ACCEPTANCE**. Warranty service shall include a no less than 24 hour response time.

IDENTIFICATION

All personnel or agents of the Contractor(s) must observe all rules and regulations in effect at the various County Buildings. Contractor's staff shall wear photo identification displaying the company name and staff name on their person when performing work.

BACKGROUND CHECKS

Background Checks must be performed per bid specifications and requirements.

The awarded contractor shall provide background checks on all employees working on the project. Bidders shall provide references of three projects of similar type over the past three years.

Contractors shall comply and adhere to all requirements of the New Jersey Prevailing Wage Act and Public Works Contractor Registration Act. The awarded contractor shall submit a certified payroll record to the owner within ten (10) days of the payment of wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls to the County. It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. All work to be performed shall be in accordance with the Project Documents, Drawings and Specifications.

The County will retain 2% of the awarded contractor's progress payments until completion and acceptance of the project. The contractor will be responsible for all required permits.

Prior to the contract award, a copy of the New Jersey Business Registration for the General Contractor must be provided.

PROMPT PAYMENT

In compliance with N.J.S.A. 2A:30A-1 et seq., the County of Mercer shall impose the following payment process:

The County of Mercer shall pay the submitted bill not more than 30 calendar days after the receipt of the bill by the Owner's Representative if the contractor has performed in accordance with the contract and the work has been approved and certified by the Owner's Representative. The billing shall be deemed "approved" and "certified" 20 calendar days after the owner's representative receives it, unless the Owner's Representative provides, before the end of the 20-day period, a written statement of the amount withheld and the reason for withholding payment.

BIDDERS SHALL PROVIDE THE FOLLOWING INFORMATION:

BURGLAR ALARM LICENSE NUMBER _____

BURGLAR ALARM LICENSE HOLDER _____

LOCKSMITH LICENSE NUMBER _____
(EXEMPTED THROUGH ELECTRICAL LICENSE)

LOCKSMITH LICENSE HOLDER _____

ELECTRICAL LICENSE NUMBER _____

ELECTRICAL LICENSE HOLDER _____

CONTRACTOR IS AN AUTHORIZED DEALER FOR THE FOLLOWING EQUIPMENT:

CONTRACTOR HAS AT LEAST FIVE YEARS EXPERIENCE AS DEFINED IN THE SPECIFICATIONS:

YES ☐ NO ☐

Safety Rules and Regulations

Observe all rules and regulations of the Federal, State, and local health officials, including regulations concerning construction safety and health standards. At the preconstruction meeting, submit to the County for approval a written safety program that meets or exceeds the minimum requirements of the Contract and applicable State or Federal regulations. Include at a minimum the following:

1. **Description.** Describe in detail how the safety program is implemented and monitored. Provide guidelines for protecting personnel from hazards associated with Project operations and activities. Establish the policies and procedures for safety practices that are necessary for the Work to be in compliance with the requirements of OSHA and other State and Federal regulatory agencies with jurisdiction, rules, regulations, standards, or guidelines in effect at the time the Work is in progress.
2. **Certification, Responsibility, and Identification of Personnel.** Identify the qualified safety professional responsible for developing the safety program and provide that person's qualifications for developing the safety program including, but not be limited to, education, training, certifications, and experience in developing this type of safety program. Provide a certification, executed by the qualified safety professional that developed the safety program, stating that the safety program complies with the rules, regulations, standards, and guidelines in effect at the time the Work is in progress, of OSHA, and other applicable Federal, State, and local regulatory agencies having jurisdiction.

Identify a safety officer and designate the on-site supervisory-level personnel responsible for implementing and monitoring the safety program until Acceptance and having the authority to take prompt corrective measures to eliminate hazards, including the authority to stop work. Include documentation of training provided to the on-site supervisory-level personnel. For work that requires a competent person as defined by OSHA, ensure that the person is capable of identifying existing and predictable hazards and has the authority to take prompt corrective measures to eliminate the hazards, including the authority to stop work. Include documentation of the qualifications of such competent persons identified, including certifications received.

3. **Elements of the Program.** Include information and procedures for the following elements:
 - a. **Chain of Command.** Include the responsibilities of the management, supervisor, safety officer, and employees.
 - b. **Traffic Control Coordinator.** Include the name and contact information.
 - c. **Environmental Manager.** Include the name and contact information.
 - d. **Local Emergency Telephone Numbers.** Include police, fire, medical
 - e. **Procedures for Handling Emergencies.** Provide guidelines for handling emergencies, including emergency action plans for accidents involving death or serious injury, property damage, fires, explosions, and severe weather. Include the emergency contact information of the Contractor's personnel responsible for handling emergencies.
 - f. **Training Topics.** Include regulatory and jobsite toolbox meetings. Include the documentation from the training and an attendance sheet for each.
 - g. **Contractor's Safety Rules.** Include housekeeping procedures and personal protective equipment requirements.
 - h. **Employee Disciplinary Policy.** Include the violation forms.
 - i. **Safety Checklists.** Include project safety-planning, emergency plans and procedures, documentation, and protective materials and equipment.
 - j. **Forms.** Include OSHA 300 Log

- k. **Security Policy Guidelines.** Provide a copy for the County.
- l. **Hazard Communication Program.** Provide the following:
 - 1. The location of and instructions for understanding the MSDS. Ensure that the location and instruction are available to anyone within the Project Limits.
 - 2. The person responsible for the hazard communication program and the method of informing personnel of the hazardous communication program. Include attendance sheets of hazard communication meetings.
 - 3. When performing work that generates airborne crystalline silica, include engineering and work practice controls to limit exposure levels to at or below the permissible exposure limit according to 29 CFR 1910.1000 Table Z-3. Ensure that the program includes employee training and respiratory protection measures according to 29 CFR 1910.134 and control of the area when the permissible exposure limit is exceeded. Provide a trained and competent person, according to 29 CFR 1926.30, within the Project Limits at all times when performing work that produces airborne crystalline silica.
- m. **Additional Requirements.** Provide additional procedures for Project specific topics including:
 - 1. Compressed gas cylinders.
 - 2. Confined spaces.
 - 3. Cranes.
 - 4. Electrical.
 - 5. Equipment operators.
 - 6. Fall protection.
 - 7. Hand and power tools.
 - 8. Hearing conservation.
 - 9. Highway safety.
 - 10. Lead.
 - 11. Lock out/tag out.
 - 12. Materials handling, storage, use, and disposal.
 - 13. Night work.
 - 14. Personal protective equipment.
 - 15. Project entry and exit.
 - 16. Respiratory protection.
 - 17. Sanitation.
 - 18. Signs, signals, and barricades.
 - 19. Subcontractors.
 - 20. Trenching.

The Contractor is responsible for implementing, monitoring, updating, and revising the safety program until Acceptance. Submit updates and revisions to the safety program to the County for approval when new information, new practices or procedures, or changing site and environmental conditions necessitate modifications to protect site personnel. Maintain a copy of the updated safety program, including the appropriate documentation associated with each element, within the Project Limits so that it is available to workers and other authorized persons entering the Project Limits. Provide program updates to County.

The Contractor is responsible for safety in all aspects, and as set forth in the Insurance and Indemnification Agreement, shall defend and indemnify the County for any failure or breach to comply with the rules, regulations, standards, and guidelines in effect at the time the Work is in progress, of OSHA, and other applicable Federal, State, and local regulatory agencies having jurisdiction pertaining to the Contractor's safety program.

CHANGE ORDERS:

The following rates shall apply in computing indirect costs and profit for adjustments. When the contract time is increased as a result of a change, the resulting change in contract amount will include the indirect impact cost of extended performance, computed in accordance with the terms of this article, and no further consideration of such costs arising from the specific modification will be given. The percentages for overhead and profit shall be negotiated and may vary according to the nature, extent and complexity of the work involved. The percentages shall be applicable for deleted work as well as additional work. When a change consists of both added and deleted work, the applicable percentages shall be applied to the net cost or credit. In any event, the percentages shall not exceed the following:

a. Overhead will be the sum of:

(1) 15 percent of direct labor costs. NOTE: For the purpose of this article, the term "direct labor" shall include all foremen, equipment operators and skilled, semi-skilled and common laborers directly assigned to the specified operation. The term "direct labor costs" shall consist of the contract or actual payroll rate of wage per hour and fringe benefits paid for each and every hour that such employees are actually engaged in the performance of the work.

(2) 15 percent of direct material costs. NOTE: For the purpose of this article, the term "direct material costs" shall consist of the actual costs of the materials including applicable tax and transportation charges.

b. For rented equipment, an hourly rental rate will be used which will be determined by using the monthly rental rates taken from the current edition of the Rental Rate Blue Book for Construction Equipment and dividing it by 176. An allowance will be made for operating costs for each and every hour the equipment is actually operating in accordance with the rates listed in the aforesaid Rental Book. The contractor will be allowed only 65 percent of the rental rate on contractor-owned equipment.

c. Bond premiums, insurance, payroll taxes, and travel subsistence, if applicable, will be allowed at actual cost for the equitable adjustment allowed.

d. The prime contractor's profit on the subcontractor's work will be six percent of the subcontractor's costs. Subcontractor indirect costs will be computed in the same manner as for the prime contractor. The prime contractor agrees to incorporate this article in each of its subcontracts. NOTE: When more than one tier of subcontractors exists, for the purpose of markups, they shall be treated as one subcontractor.

e. A profit of six percent, where profit is allowable by the terms of the applicable contract provision, shall be added to the contractor's total cost for the equitable adjustment allowed. Indirect costs will not be duplicated in direct costs.

f. The General Contractor shall bill unit costs based upon the unit cost proposal provided with the bid.

COUNTY OF MERCER

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Date Received</u>	<u>Method of Receipt</u> (Mail, Fax, Etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ **No addenda were received:**

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS

1. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the County of Mercer in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. The bid shall be submitted in a sealed envelope: (1) addressed to the County of Mercer, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # being bid.
- C. It is the bidder's responsibility that bids are presented to the Purchasing Agent at the time and at the place designated. Bids may be hand delivered or mailed; however, the County disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened. **Express mail shall be delivered to the Department of Purchasing, 640 S. Broad Street, Third Floor, Trenton, New Jersey 08611.**
- D. Sealed bids forwarded to the County before the time of opening of bids may be withdrawn upon written application of the bidder. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- E. All prices and amounts must be written in ink. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the County. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- F. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
- Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the
 - State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- G. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
- N.J.S.A. 2C:21-34, governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - N.J.S.A. 2C:27-11 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - Bidder should consult the statutes or legal counsel for further information.

- H. If not submitting a bid proposal in accordance with the attached instructions and specifications, the outside of the above stated envelope shall be plainly marked **"NO BID"** when being returned. If bidder wishes to remain on bid list, please mark **"NO BID - PLEASE RETAIN ON BID LIST"** on front page of this proposal. Failure to comply may result in bidder being dropped from bid list.
- I. Contract shall be awarded to the lowest responsible bidder as declared by the County of Mercer. The contract awarded between the County of Mercer and the successful bidder shall establish the contractual obligation regarding specific items, specifications and services to be provided to the county.
- J. Successful bidder shall not assign, transfer, convey sublet or otherwise dispose of the contract or any part thereof to anyone without the written consent of the County of Mercer.
- K. The County of Mercer reserves the right in the event of unsatisfactory service to cancel the contract awarded to the successful bidder and procure the goods or services from the open market and hold the contractor responsible for any excess cost.
- L. The successful bidder agrees that he will make no claim for additional payment or any other concession because of any misrepresentation or misunderstanding of the contract on his part, or of any failure to fully acquaint himself with any conditions relating to the contract.
- M. If the request for proposal involves the use of equipment or machinery, bidder shall submit a list of same owned by the bidder necessary to perform the work being sold.
- N. Bidder shall list all deviations from the specifications as contained herein when returning proposal as specified.
- O. The bidder, if awarded a contract, agrees to protect, defend and save harmless the County of Mercer against any damage for the payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by his contract, and he further agrees to indemnify and save harmless the County of Mercer from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any parties, by, or from any acts of the contractor, his servants or agents.
- P. Bidder must provide Certificate of insurance in a form and amount acceptable to the County of Mercer including General Liability, Automobile, Workman's Compensation and such other coverage as may be deemed necessary by the County of Mercer for the work, services or goods being bid.
- Q. Bidder shall submit financial statements if requested showing its financial ability to perform the work being bid. The County reserves the right to require additional financial documentation prior to the award of bid if, in the opinion of the County, the financial statements submitted with the bid are deemed to be inadequate. Failure to comply with this requirement may result in being rejected at the option of the County.
- R. BIDDERS SHALL PROVIDE TRADE SECRET OR PROPRIETARY INFORMATION UNDER SEPARATE COVER WITH THE BID RESPONSE; HOWEVER, ALL INFORMATION IS PUBLIC AT THE TIME OF THE BID OPENING.
- S. SOURCE OF SPECIFICATIONS/BID PACKAGES Official County bid packages are available only through the County of Mercer. Potential bidders are cautioned that they are bidding at their own risk if a third party supplied the specifications that may or may not be complete. As such, The County is not responsible for third party supplied specifications.

2. INTERPRETATIONS AND ADDENDA

The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the County. The bidder accepts the obligation to become familiar with these specifications.

Bidders are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the Purchasing Agent. In the event the bidder fails to notify the County of such ambiguities, errors or omissions, the bidder shall be bound by the bid.

No oral interpretation of the meaning of the specifications will be made to any bidder. Every request for an interpretation shall be in writing, addressed to the Purchasing Agent. In order to be given consideration, written requests for interpretation must be received at least (10) days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders, in accordance with Statute. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the bidder in the bid. The County's interpretations or corrections thereof shall be final.

If the amount shown in words and its equivalent figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the County of the extended totals shall govern.

CHALLENGE TO SPECIFICATIONS

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of contract.

PRE-BID CONFERENCE – REFER TO ADVERTISEMENT FOR BID FOR DATE AND TIME – IF REQUESTED

3. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE (BIDDING PROPRIETARY SYSTEM)

Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The County reserves the right to evaluate the equivalency of the goods and services.

In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the County harmless from any damages resulting from such infringement.

Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

4. PRICING INFORMATION FOR PREPARATION OF BIDS

The County is exempt from any local, state or federal sales, use or excise tax.

Estimated Quantities (Open-End Contracts): The County has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.

Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.

Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the County. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

5. METHOD OF CONTRACT AWARD

The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section entitled Termination of Contract.

If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.

If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.

The County may also elect to award the contract on the basis of unit prices.

The form of contract shall be submitted by the County to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the County.

6. TERMINATION OF CONTRACT

A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, then the County shall have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the County of any obligation for balances to the contractor of any sum or sums set forth in the contract. County will pay only for goods and services accepted prior to termination.

B. Notwithstanding the above, the contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the contractor and the County may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the County from the contractor is determined.

- C. The contractor agrees to indemnify and hold the County harmless from any liability to subcontractors or suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the County under this provision.
- D. In case of default by the contractor, the County may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the County reserves the right to cancel the contract.
- F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.
It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new party(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change is subject to County approval.
- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the County.
- H. The County of Mercer reserves the right, at its option, to terminate this contract upon giving thirty (30) days written notice to the contractor.

7. PAYMENT

No payment will be made unless duly authorized by the County of Mercer's authorized representative and accompanied by proper documentation. Payment will be made in accordance with the County of Mercer's policy and procedures.

8. TRANSITIONAL PERIOD

In the event services are terminated by contract expiration or by voluntary termination by either the Contractor or The County of Mercer, the Contractor shall continue all terms and conditions of said contract for a period not to exceed thirty (30) days at the County's request.

9. NEW JERSEY SALES TAX

In submitting a bid, the Contractor certifies that the total base bid set forth does not include any New Jersey Sales Tax, and he further certifies that in the event of a successful bid, bidder will only apply for an exemption for materials or supplies to be used in connection with County property.

Contractor's Exemption Purchase Certificate, Form ST-13, issued by the State of New Jersey Division of Taxation, Sales Tax Bureau, shall be completed and presented to his suppliers for material used to make any permanent change to a County Building on this contract.

http://www.state.nj.us/treasury/taxation/pdf/other_forms/sales/st13.pdf

10. LATE FEE POLICY

The County of Mercer pays vouchers bi-weekly, thus vendors, in most cases are paid in less than 30 days, if the vendor has complied by responding promptly with delivery, a signed voucher and an original invoice. We can pay only for goods and services rendered and late fees and service charges are not appropriated for such purposes. All County employees are reminded that no one is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the County without a specific authorization from our governing body or through a resolution that grants the same. All credit applications or similar forms are carefully read in Finance and terms the County does not agree to, are stricken.

STATUTORY AND OTHER REQUIREMENTS

CONSTRUCTION DOCUMENTS AND BID SPECIFICATIONS

Construction drawings and the title pages of the specifications shall be dated, signed and sealed by the architect or engineer in responsible charge in one of two ways:

1. Sign and date the original documents, including tracings, reproducible drawings or those generated electronically, then affix the seal to opaque prints or reproductions of the originals; or
2. In lieu of signing and dating the original documents, sign, date, and seal the opaque copies of the originals.

All certifications that amend or clarify or modify construction documents prepared by the architect or engineer in responsible charge shall be dated, signed and sealed prior to forwarding to a public agency. An engineer or architect shall seal bid documents and drawings only with seal presses. Bidding plans and construction plans are one in the same and must be signed and sealed prior to the issuance to prospective bidders.

Specifications shall not reference "pre-approval" or "pre-qualification" of an equivalent product prior to the submission of bids. Specifications for a contract item may include a specific manufacturer's brand and model number or equivalent. The product brand or brands referenced in the specifications shall be restricted to one brand produced or manufactured by a multi-brand commercial products manufacturer.

Consultants are prohibited from specifying a product line in which such consultant has an affiliation. As such, there shall be no affiliation between the consultant and product manufacturers referenced in the specifications, nor shall the consultant endorse those companies or manufacturers referenced in the specifications.

MANDATORY AFFIRMATIVE ACTION CERTIFICATION

All successful bidders (goods and services vendors, professional service vendors and construction contractors)

are required to submit evidence of appropriate affirmative action compliance to the Division of Public Contracts Equal Employment Opportunity Compliance and the County. During a review, Division representatives will review the County files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the County, prior to execution of the County contract, the following documents:

- The construction contractors shall complete and submit an Initial Project Workforce Report, Form AA-201 upon notification of award. Proper completion and submission of this report shall constitute evidence of the contractor's compliance with the regulations. Failure to submit this form may result in the contract being terminated.
- The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Division and to the County Compliance Officer. After notification of award, but prior to signing a construction contract the EEO/AA evidence must be submitted. The County shall retain the Affirmative Action evidence in our bid file for review by the Division.

BID WITHDRAWAL FOR PUBLIC WORKS PROJECTS, P.L.2010, CHAPTER 108

PERMISSION FOR BIDDER TO WITHDRAW A BID DUE TO A MISTAKE IN CERTAIN CIRCUMSTANCES

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation. A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, in writing, by certified or registered mail to:

Marcella Covello
Purchasing Agent
Department of Purchasing
640 S. Broad Street
Third Floor
PO Box 8068
Trenton, NJ 08650-0068

The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, Marcella Covello may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The County will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

PROOF OF BUSINESS REGISTRATION P.L. 2009, c.315

Reforms Business Registration Certificate Filing; permits filing prior to award of contracts if not filed with bid. Effective with bids received and contracts awarded after January 18, 2010, this law removes the requirement of the Local Public Contracts Law ([N.J.S.A. 40A:11-23.2](#)) that required a bid to be rejected if the bidder failed to include a BRC with the bid, even though it may have been the otherwise lowest responsible bid. The law now allows the BRC to be filed anytime prior to award of the contract and the bidder had to have obtained the BRC prior to receipt of bids. This permits the BRC to be required with a bid, or submitted subsequently. If a BRC is required in a bid, but not submitted with the bid, it would be an immaterial defect; curable by being filed prior to award of the contract. A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730.

TRAINING FUND REQUIREMENTS (UNDER REVIEW)

The allocation of funds for outreach and training programs for minorities and women. A notice to public agencies regarding the applicability of this law is pending Attorney General review. In the meantime, local governments are reminded that they continue to be subject to EEO in public contracting requirements and may voluntarily contribute to the construction trades training program. Local government agencies that want to voluntarily contribute to the construction trades training program should also transmit their training fund contribution to the Department of Labor and Workforce Development at the above address.

AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included in this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the County harmless.

STATEMENT OF CORPORATION OWNERSHIP 52:25-24.2. BIDDERS TO SUPPLY STATEMENT OF OWNERSHIP OF 10% INTEREST IN CORPORATION OR PARTNERSHIP

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 7:1G-1.1 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) and hazardous substance fact sheets must be furnished. All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5) or adhere to the requirements of The Globally Harmonized System of Classification and Labeling of Chemicals (GHS) and the U.S. Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (HCS) as outlined in the **Federal Register** / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations as **adopted in final rule by DEPARTMENT OF LABOR, Occupational Safety and Health Administration, 29 CFR Parts 1910, 1915, and 1926, [Docket No. OSHA-H022K-2006-0062, (formerly Docket No. H022K)], RIN 1218-AC20, Hazard Communication.**

PREVAILING WAGE ACT

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1. [P.L. 2009, c.249 \(A-4268/S-3095\)](#): Extends prevailing wage requirements to contracts for "maintenance-related projects" over \$50,000. It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. [Additional information is available at www.state.nj.us/labor/lssc/lspubcon.html](http://www.state.nj.us/labor/lssc/lspubcon.html) or at the following:

Public Contracts Section
Office of Wage and
Hour Compliance
CN 389
Trenton, New Jersey 08625-0389
Telephone number: (609) 292-2259

Public Law 2004, Chapter 101 took affect on July 14, 2004. This law, N.J.S.A. 34:11-56.26(5), adds to existing prevailing wage requirements off-site workers who custom fabricate plumbing, heating, cooling, ventilation, or exhaust duct systems and mechanical insulation as part of a public works project. The New Jersey Department of Labor's Division of Wage and Hour Compliance's electronic application for official Prevailing Wage Rate Determinations can be obtained at: <https://wnjpin.state.nj.us/pw/prevwage.html>.

This page provides public body officials or their representatives an opportunity to apply for and download an official New Jersey Prevailing Wage Rate Determination. Official Prevailing Wage Rate Determinations are required for public work contracts and certain Economic Development Authority assisted projects.

P.L. 2009, c.284 (A-3317/S-2427): Requires journeyman electricians or civil service qualified electricians to perform electrical installation, repair and maintenance work done by public employees on public property. Effective August 1, 2010. The employee must be: a registered, qualified journeyman electrician; or an employee who holds any civil service title with a job description which includes electrical work pursuant to the "[Civil Service Act](#)."

THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

RETAINAGE

With respect to any contract entered into by a contracting unit pursuant to section 1 of P.L.1979, c.464 (C.40A:11-16.2) for which the contractor shall agree to the withholding of payments pursuant to P.L.1979, c.152 (C.40A:11-16.1), 2% of the amount due on each partial payment shall be withheld by the contracting unit pending completion of the contract.

PARTIAL PAYMENTS FOR MATERIALS

Any contract entered into by a contracting unit pursuant to section 1 of P.L.1979, c.464 (C.40A:11-16.2) may provide for partial payments at least once in each month with respect to all materials placed along or upon the site, or stored at secured locations, which are suitable for use in the execution of the contract, if the person providing the materials furnishes releases of liens for the materials at the time each estimate of work is submitted for payment. The total of all the partial payments shall not exceed the cost of the materials.

NUMBER OF CALENDAR DAYS SPECIFIED

All specifications for the doing of any public work for a contracting unit shall fix the date before which the work shall be completed, or the number of calendar days to be allowed for its completion; and every such contract shall contain a provision for a deduction, from the contract

price, or any wages paid by the contracting unit to any inspector or inspectors necessarily employed by it on the work, for any number of days in excess of the number allowed in the specifications.

PROCESS OF ALTERNATE DISPUTE RESOLUTION

Contract documents entered into in accordance with the provisions of P.L.1971, c.198 (C.40A:11-1 et seq.) after the effective date of P.L.1997, c.371 (C.40A:11-50) shall provide that disputes arising under the contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to a court for adjudication. It is understood that the County of Mercer AND CONTRACTOR shall have the right to request mediation if services being provided are deemed deficient in any way.

NJ ONE CALL

By presenting a bid, contractor declares that he is aware of and, if required, will comply with the requirements of the "Underground Facility Protection Act (Public Law 1994, Chapter 118)" prior to commencing any intended excavation. The telephone number to call is 1-800-272-1000. The successful bidder will be required to show compliance with this requirement by submitting to the appropriate project coordinator the confirmation number obtained from ONE-CALL before any excavation is undertaken.

PAY TO PLAY

Starting in January, 2008, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

PROMPT PAYMENT OF CONSTRUCTION CONTRACTS P.L. 2006, C. 96

In compliance with N.J.S.A. 2A:30A-1 et seq., the County of Mercer shall implement the following payment process:

The County of Mercer shall pay the submitted bill not more than 30 calendar days after the receipt of the bill by the County if the vendor has performed in accordance with the contract and the work has been approved and certified by the County. The billing shall be deemed "approved" and "certified" 20 calendar days after the owner receives it, unless the County provides, before the end of the 20-day period, a written statement of the amount withheld and the reason for withholding payment.

ELECTRICAL CONTRACTORS LICENSING ACT OF 1962

N.J.S.A. 45:5A-1 et seq.

No person shall advertise, enter into, engage in or work in business as an electrical contractor, unless such person has secured a business permit and such person or an officer, partner or employee who is or will be actively engaged in the business for which a business permit is sought has obtained a license from the board in accordance with the provisions of this act, and such licensee shall assume full responsibility for inspection and supervision of all electrical work to be performed by the permittee in compliance with recognized safety standards. A licensee shall not be entitled to qualify more than one person for a business permit.

DETERMINATION OF BASE BID AND ALTERNATE BIDS FOR PUBLIC WORKS CONTRACTS IN EXCESS OF \$500,000 P.L. 2009, c. 292 Effective May 1, 2010

This Law requires specifying the procedure for selecting the lowest responsible bidder in instances where alternates or base bids with options are used for public works projects. The bid specification shall set out clear criteria or a procedure used to select the lowest responsible bidder and applies only to projects with a value of more than \$500,000.

SOIL BORING LOGS (IF APPLICABLE)

WARNING TO BIDDERS

The Soil Borings included in Appendix "B" within these Specifications are for design purposes only. They may not necessarily depict the underground conditions throughout the project area. According to the Specifications, the successful Bidder may be responsible for: excavation, embankment and installation; cofferdam/stream diversion design, excavation and installation; and/or design, excavation and installation/driving of pilings. In order to prepare and submit an accurate bid, bidders may perform additional soil borings, at their sole discretion and cost, to ensure that their proposed bid accurately reflects the cost, time, labor, materials, et al. necessary to complete the required foundation excavation and installation, cofferdam/stream diversion design, excavation and installation, and/or design, excavation and installation/driving of pilings and that such shall perform to intended expectations. The County disclaims any and all liability for cost overruns related to a Successful Bidder's reliance on the Soil Borings included with these Specifications for any purpose, including but not limited to those purposes mentioned herein.

MANDATORY PRICE ADJUSTMENT FOR ASPHALT CEMENT AND FUEL P.L. 2009, c.187; APPLIES TO PAVING CONTRACTS:

PAVING CONTRACTS executed after May 1, 2010 allow for increases and decreases in asphalt and fuel prices over the course of large construction contracts. The calculation is based upon [2007 NJDOT Specifications – Division 150 Contract Requirements, Section 160.01 through 160.03](#).

The law requires that **PAVING CONTRACTS** involving more than 1,000 tons of hot mix asphalt include a contract provision that allows for price adjustments in the cost of asphalt. Fuel price adjustments are based on DOT standards for the type of construction equipment and the work done by different equipment. For fuel price adjustments, at least 500 gallons of fuel based on the DOT equipment standards are required for a price adjustment, and then, only in those months when the price fluctuated more than five percent.

DOT maintains a [web site of index rates for asphalt and fuel](#) that are adjusted monthly. The law provides that when the quantity or equipment use thresholds are reached, fuel price adjustments are made, using the change in index rate from the time of bidding to when the work was performed. The change is treated as a "pay item" in construction contracts.

REQUIREMENTS FOR NEW JERSEY STATE COMPTROLLER

Pursuant to N.J.S.A. 52:15C-14(d), relevant records of private vendors or other persons entering into contracts with the County are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

Public Property Liability for Public Work and Construction

N.J.S.A. 59:4-1 et. seq. and N.J.S.A. 59:4-6

Mercer County specifically approves the bid specifications, designs and plan, prepared in connection with the construction of this project.

BIDDERS MUST COMPLY WITH THE FOLLOWING STANDARDS FOR THE CERTIFICATION OF: BURGLAR, FIRE ALARM AND LOCKSMITHING CONTRACTOR LICENSURE N.J.S.A. 45:5A-1 et seq. FIRE PROTECTION EQUIPMENT CONTRACTORS N.J.S.A.52:27D-25q

LANDSCAPE IRRIGATION CONTRACTOR CERTIFICATION ACT N.J.S.A.45:5AA-3

7:62-4.8 Plumbers exemption

Licensed plumbing contractors, as defined in N.J.S.A. 45:14C-2, are exempt from having to obtain a landscape irrigation contractor certificate pursuant to N.J.S.A. 45:5AA if they are installing landscape irrigation systems as part of their plumbing contracting business. The existence of a plumber or plumbing contractor on staff or payroll does not exempt a landscape irrigation contractor from having to obtain certification. A landscape irrigation contractor, who may be the owner or an employee of the business, must obtain certification pursuant to the provisions of N.J.S.A. 45:5AA-1 et seq.

TREE EXPERT ACT N.J.S.A.45:15C-11

40A:11-23.1a, PLANS, SPECIFICATIONS AND BID PROPOSAL DOCUMENTS FOR CERTAIN REAL PROPERTY CONTRACTS; PROJECTS WITH NO SUSPECTED SOIL CONTAMINATION OR ALLOWANCE FOR SOIL TESTING; REIMBURSEMENT FOR SUBSEQUENT DISCOVERY OF CONTAMINATION

In the case of a project for the erection, alteration, or repair of a building, structure, facility or other improvement to real property, the total price of which exceeds the amount set forth in, or the amount calculated by the Governor pursuant to, section 3 of P.L.1971, c.198 (C.40A:11-3), that does not have historical or suspected soil contamination, or for which the plans, specifications and bid proposal documents for the project do not include a line item allowance or minimum unit price line item for soil testing and contaminated soil disposal pursuant to subsection e. of section 1 of P.L.1999, c.39 (C.40A:11-23.1a), and contaminated soil from the site cannot be disposed of pursuant to the plans, specifications and bid proposal documents due to the contaminated soil being found to be different from the type or quality originally disclosed, the contracting unit shall approve, consistent with and subject to the "Local Public Contracts Law," P.L.1971, c.198 (C.40A:11-1 et seq.), and any rules or regulations adopted pursuant thereto, a change order to reimburse the contractor for the additional reasonable costs, as determined by the contracting unit, required to test and dispose of the contaminated soil.

P.L. 2012 BID OR PROPOSAL PROHIBITED

C.52:32-57 "P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran."

1. BIDDING:

PRICING: Bidder shall insert unit price and extension against each item. Quoted price shall include all handling and delivery charges and will be firm, fixed prices for the term of the contract. Lead pencil must not be used. **Unit price shall govern.**

DISCOUNTS: Cash discounts will not be a factor in determining awards unless otherwise indicated by the County. Trade discounts will be a factor in determining the award. Time, in connection with discount offered, will be computed from the date of final inspection and acceptance of delivery of supplies to the using department or agency, or from the date the correct voucher, properly certified, is received, or which ever is later.

F.O.B. DELIVERY POINT: All prices bid must be on the basis of F.O.B. delivery point, unloaded inside and assembled unless otherwise indicated in the proposal.

In conformance with the State of New Jersey Statute C. 40A:11-18, only goods and products manufactured or produced in the United States, where possible, and wherever available, are to be used for this proposal.

BID SECURITY AND BONDING REQUIREMENTS (NOT APPLICABLE)

The following provisions, if indicated by an (x), shall be applicable to this bid and be made a part of the bidding documents:

2. AWARD WILL BE MADE BY ITEM OR CLASS

ITEMS AND CLASS AWARD: When class bids are indicated, bidder must bid on each item in the class. A bidder desiring to bid "No Charge" on an item in a class must so indicate, otherwise the bid for the class will be construed to be incomplete. Items may be combined and awarded as a group.

TIE BIDS: Tie bids will be decided by the County of Mercer.

3. DELIVERY

INSPECTION: Inspection shall be made at point of delivery unless otherwise specified.

CONTAINERS AND REELS: All containers and reels shall become the property of Mercer County unless otherwise specified.

LABELS: All supplies, which are customarily labeled or identified, must have securely affixed thereto the original unmutilated label or marking of the manufacturer. All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances, which are among the five most predominant substances in the container, or their trade secret registry number(s). (N.J.A.C. 8:59-5)

NEW MERCHANDISE: Unless otherwise stated in the quotation or orders, deliveries must consist only of new and unused merchandise.

All deliveries must be inside deliveries to locations specified, if requested, the vendor shall remove all crating and wrapping. Each delivered unit shall be completely assembled, thoroughly serviced and ready for use when applicable.

4. DELAYS, NON-DELIVERY, REJECTIONS

VENDOR'S FAULT: If the vendor fails to make delivery within the time specified, or if the delivery is rejected, the Department of Purchasing may obtain such commodities or any part thereof from other sources in the open market or on contract. Should the new price be greater than the order price the difference will be charged against the vendor. Should the new price be less, the vendor shall have no claim to the difference.

REJECTED MERCHANDISE: The County of Mercer may withhold acceptance of or reject any goods, which are found, upon examination, not to meet the specification requirements. Upon written notification of rejection, goods left longer than thirty (30) days will be regarded as abandoned and the County of Mercer shall have the right to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection need be given; upon verbal notice to do so, the vendor shall immediately remove and replace rejected merchandise.

5. SALES AND EXCISE TAXES

Unless the proposal indicates otherwise, the County of Mercer is exempt from the payment of sales, excise or federal transportation taxes. The bid must be net exclusive of taxes and will be so construed.

6. DEMONSTRATION

If so requested, the vendor shall provide demonstration.

7. SAMPLE

If so requested, the vendor shall submit a sample of the units or merchandise.

8. MANUFACTURERS' NAMES

Any manufacturers' names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand, which meets or exceeds the quality of the specifications listed for any item.

9. AWARD/REJECTION

In accordance with N.J.S.A. 40A:11-24, all contracts will be awarded or all bids will be rejected within sixty (60) days of the receipt of bids unless vendor agrees to extend for a longer period of time.

(A.) Cost Estimates

All bids may be rejected when the lowest bid substantially exceeds Cost Estimates for the project.

(B.) Abandonment

All bids may be rejected when Mercer County abandons the project.

(C.) Revisions

All bids may be rejected when the specifications are substantially revised.

(D.) Provisions of Law

All bids may be rejected when the purposes and/or provisions of law are violated.

(E.) State Contract

All bids may be rejected when the County decides to use the State Contract for the goods or services needed.

(F.) Availability of Funds

Pursuant to statutory requirements, any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually and contingent upon approval of funding.

(G.) Multiple Bids Not Allowed

More than one bid from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

(H.) Unsatisfactory Past Performance

Bids received from bidders who have previously failed to complete contracts within the time scheduled therefore, or who have performed prior work for the County of Mercer in an unacceptable manner, may be rejected.

<http://www.state.nj.us/transportation/eng/specs/2007/spec900.shtm#s904>

(I.) Failure to Enter Contract

Should the bidder, to whom the contract is awarded, fail to enter into a contract within 21 days, Sundays and holidays excepted, the County of Mercer may then, at its option, retain the bidder's bid deposit/bond and accept the bid of the next lowest responsible bidder.

10. INQUIRIES

All questions and information pertaining to this proposal shall be directed, in writing, to Marcella Covello, Purchasing Agent, Room 321, 640 South Broad Street, P.O. Box 8068, Trenton, NJ 08650-0068 – mcovello@mercercounty.org – phone: (609) 989-6717–fax: (609) 989-6733.

11. BID PACKAGES SUPPLIED BY OTHERS

If any bid package is not obtained directly from the County of Mercer, the County cannot be responsible for or guarantee the accuracy of its contents. The County, at its option, may choose not to accept the bid.

12. COMMUNICATIONS AFTER THE BID OPENING

It is highly improper for a bidder after bid opening to contact any representative of the County of Mercer to discuss the bids. The solicitation package contains all documents and instructions. These may be supplemented by any comments you wish to make. Such additional material and comments must be submitted with the bid. Should there be any questions concerning the bid submitted, you will be contacted by a representative of the County of Mercer and any discussion or contact will be limited to the questions of the representative.

13. INDEX RATE

If the local unit desires to extend a contract under the provisions of N.J.S.A. 40A:11-15 or N.J.S.A. 18A:18A-42, the index rate is the basis to determine the appropriate increase in the contract price. The following are the requirements for using this provision:

Contracts for services, the statutory length of which is for three years or less, may only include provisions for no more than one (1) two-year or two (2) one-year extensions. The original bid specifications and contract must include language that explains the possibility for an extension.

14. W9 Successful bidders shall complete A W-9 Form and submit to the Finance Department prior to the contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.pdf

Immigration and Naturalization Laws and Criminal Background Check
(As Applicable to Each Agency)

Vendors must comply with all Immigration and Naturalization Laws as are currently in force on each potential employee to work under this contract on County of Mercer.

If the County requires a background check, the vendor must contact the New Jersey State Police to perform a Criminal Background Check **on each potential employee to work under this contract on County of Mercer property**. A copy of the results of the Criminal Background Check must be provided to the County of Mercer at least ten (10) days prior to an employee being permitted access to County of Mercer property. The County of Mercer will notify the vendor if a proposed vendor employee will not be permitted to work under this contract within ten (10) work days following receipt of the results. If the County of Mercer does not notify the vendor of such exclusion within ten (10) days the vendor may assign said employee to work under the contract.

The vendor must provide the results of a Criminal Background Check on its employees working under the contract on County of Mercer property every twelve (12) months.

Please access the following website for Instructions For Obtaining a Criminal History Record:
http://www.state.nj.us/lps/njsp/about/serv_chrc.html

INSTRUCTIONS TO BIDDERS – PERFORMANCE OF SPECIALTY TRADE WORK

Bidders shall set forth the in this bid document, the name or names of all subcontractors to whom the general contractor will subcontract for the following categories. The County of Mercer requires the enclosed certification (following page) and bidders shall submit, with their bid document, the certification, signed by the bidder, listing each subcontractor named in the bid for that category. This is required and if a bidder does not submit the certification, the County of Mercer shall award the contract to the next lowest responsible bidder. Bidders shall name the following:

1. PLUMBING AND GAS FITTING AND ALL KINDRED WORK;
2. STEAM POWER PLANTS, STEAM AND HOT WATER HEATING AND VENTILATING AND REFRIGERATION APPARATUS AND ALL KINDRED WORK;
3. ELECTRICAL WORK, INCLUDING ANY ELECTRICAL POWER PLANTS, TELE-DATA, FIRE ALARM OR SECURITY SYSTEM;
4. STRUCTURAL STEEL AND ORNAMENTAL IRON WORK.

In the event that subcontractors are furnishing (1), (2), (3) AND OR (4), the general contractor (BIDDER) must complete all of the sections on the following form in order to provide the required information demonstrating that either its subcontractors, its own employees or the bidder himself possess the necessary or required qualifications to perform work in each appropriate specialty trade category applicable to the contract. If the contract does not involve any of the specialty trade categories, insert the word "NONE" in each appropriate space provided. **The completed form must be submitted with the general contractor's bid.**

A general contractor that intends to utilize a specific subcontractor to perform work in one or more of the specialty trade categories set forth on the following form shall provide the required information with regard to that subcontractor in the appropriate spaces for each specialty trade category applicable to the contract.

A general contractor that intends to perform work in one or more of the specialty trade categories set forth on the following form through the use of its own employees or the general contractor himself rather than through utilization of a subcontractor shall write the word "In-House" next to each applicable category and then insert the name, and the license number where required, of each such employee of the general contractor or the general contractor himself in the appropriate spaces for each specialty trade category applicable to the contract.

All bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C-1 et seq., N.J.S.A. 45:14C-2(h) and N.J.A.C. 13:32-1.4 et seq. These provisions require that plumbing work on such a contract may only be performed by an entity in which a licensed master plumber owns not less than 10% of the issued and outstanding shares of stock in the corporation, or not less than 10% of the capital of the partnership, or not less than 10% of the ownership of any other firm or legal entity.

Accordingly, if a bidder intends to perform plumbing work on a publicly bid contract with its own employees or by the bidder himself, a master plumber must possess an ownership interest that complies with NJSA 45:14C-2 and NJAC 13:32-1.3 in the entity submitting the bid. Alternatively, if a bidder intends to perform such work through use of a subcontractor, a master plumber must possess an ownership interest that complies with NJSA 45:14C-2 and NJAC 13:32-1.3 in the subcontractor.

**SUB CONTRACTOR OR GENERAL INFORMATION (IF GC PERFORMS, STATE IN-HOUSE AND
PROVIDE REQUIRED INFORMATION BELOW)**

PROVIDE THE NAME AND ADDRESS OF ANY SUBCONTRACTOR IN THE FOLLOWING CATEGORIES AS REQUIRED BY N.J.S.A40A:11-16. **(IF PERFORMED INHOUSE, NOTE IN-HOUSE BELOW AND PROVIDE LICENSURE INFORMATION – BID SHALL BE REJECTED AND THE COUNTY SHALL AWARD THE CONTRACT TO THE NEXT LOWEST RESPONSIBLE BIDDER IF THIS CERTIFICATION IS NOT PROVIDED. GENERAL CONTRACTOR AND SUBCONTRACTORS MUST BE REGISTERED AS PUBLIC WORKS CONTRACTORS AT THE TIME OF THE BID OPENING.)**

ELECTRICAL LICENSE AND BURGLAR ALARM OR LOCKSMITH LICENSE

Bidders shall be licensed to perform required work and shall provide a copy of their ELECTRICAL LICENSE OR BURGLAR ALARM LICENSE OR LOCKSMITH LICENSE PRIOR TO THE CONTRACT AWARD. (BURGLAR ALARM LICENSE IS EXEMPTED THROUGH THE ELECTRICAL LICENSE).

1. ELECTRICAL WORK, INCLUDING ANY ELECTRICAL POWER PLANTS, TELE-DATA, FIRE ALARM OR SECURITY SYSTEM **(OR PERFORMED IN-HOUSE):**

NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
LICENSE NUMBER _____

OR

2. BURGLAR ALARM LICENSE

NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
LICENSE NUMBER _____

OR

3. LOCKSMITH LICENSE

NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
LICENSE NUMBER _____

**THE INFORMATION ON THE PREVIOUS PAGE MUST BE ACKNOWLEDGED BY THE
BIDDER**

NAME OF BIDDER

SIGNATURE OF AUTHORIZED REPRESENTATIVE

TITLE

DATE

**PREVAILING WAGE
CERTIFICATION OF COMPLIANCE**

I hereby certify as follows:

1. I am the duly authorized agent of _____
to make this certification on behalf of
_____, the Contractor.
2. I am compliant with N.J.S.A. 34:11-56.25 et seq. (Prevailing Wage Rate).
3. I have reviewed the prevailing wage rate located at:
http://lwd.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html
4. All contractors and subcontractors performing public works construction projects must follow payroll reporting requirements according to amended rules and regulations of the New Jersey Prevailing Wage Act. Certified payroll records must be submitted, within 10 days of the payment of wages, to the government entity that contracted for the construction. Contractors and subcontractors who fail to provide these records are subject to administrative penalties of up to a maximum of \$250 for a first violation and up to \$500 for subsequent violations.
5. I have read this statement and I know the contents and know the same to be true to my own knowledge.
6. I, therefore, certify that the bid submitted herewith is in compliance with the Prevailing Wage Act.
7. I further certify that should the bid be less than the County Prevailing Wage rate found at, http://lwd.state.nj.us/labor/wagehour/wagerate/prevailing_wage_determinations.html the certified payrolls shall reflect the current prevailing rate and be the amount paid to all employees.

P.L. 2012 BID OR PROPOSAL PROHIBITED

C.52:32-57 "P.L. 2012, c.25 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran."

I am the duly authorized agent making certification that there has been no engagement in certain investment activities in energy or finance sectors of Iran as prohibited by P.L. 2012, c.25. A list of entities can be found on the following page.

NAME OF BIDDER

SIGNATURE OF AUTHORIZED REPRESENTATIVE

TITLE

DATE

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25”):

1. Bank Markazi Iran (Central Bank of Iran)
2. Bank Mellat
3. Bank Melli Iran
4. Bank Tejarat
5. National Iranian Tanker Company (NITC)
6. Sameh Afzar Tajak Company (SATCO)
7. Amona
8. Bank Saderat PLC
9. Bank Sepah
10. Belaz
11. Belneftkhim (Belarusneft)
12. Bharat Petroleum Corporation Ltd.
13. China International United Petroleum & Chemicals Co., Ltd. (Unipec)
14. China National Offshore Oil Corporation (CNOOC)
15. China National Petroleum Corporation (CNPC)
16. China National United Oil Corporation (ChinaOil)
17. China Petroleum & Chemical Corporation (Sinopec)
18. China Precision Machinery Import-Export Corp. (CPMIEC)
19. Emirates National Oil Company
20. Grimley Smith Associates
21. Indian Oil Corporation
22. Industrija Nafta (INA)
23. Kingdream PLC
24. Liquified Natural Gas Limited
25. Maire Tecnimont SpA
26. Naftiran Intratrade Company (NICO)
27. Oil and Natural Gas Corporation (ONGC)
28. Oil India Limited
29. Panyu Chu Kong Steel Pipe Company, Ltd.
30. Persia International Bank
31. PetroChina Company, Ltd.
32. Petroleos de Venezuela (PDVSA Petroleo, SA)
33. Schwing America Inc.
34. Shandong FIN CNC Machine Company, Ltd.
35. Shanghai Sunry Petroleum Equipment Company, Ltd.
36. Sinohydro
37. SK Energy
38. SKS Ventures
39. Som Petrol AS
40. Sonangol
41. Zhuhai Zhenrong Company

Executive Order 98 - 1

WHEREAS it is in the interests of the county to purchase goods and services from responsible contractors that provide quality and services at a competitive price; and

WHEREAS the county does not desire to do business with companies that compete by exploiting their workforce rather than by running efficient, reliable and responsible operations; and

WHEREAS, the county purchases items of apparel and textiles, which is an industry in which many scandals have been uncovered in which producers maintain sweatshop conditions, such as paying poverty wages, violating workplace regulations, and suppressing worker rights; and

WHEREAS, such conditions in apparel and other industries threaten the jobs and working conditions of all workers; and

WHEREAS, it is the policy of the county that it should not purchase, rent or lease goods or services produced under such conditions; and

WHEREAS, sweatshop conditions flourish when the conditions of workers are hidden; and

WHEREAS, pressure from institutional purchasers such as governments is one of the most effective ways to combat sweatshop production,

THEREFORE IT IS HEREBY ORDERED, that it is the policy of the county that it should not purchase, lease, rent or take on consignment goods or services produced under sweatshop conditions, and that the following guidelines, criteria and procedures are adopted:

Section 1: The procedures and guidelines set forth herein shall apply to items of apparel and textiles, such as clothing, headwear, footwear, linens and fabric, as well as to any other industry designated by the county executive as vulnerable to sweatshop competition.

Section 2: In order to ensure that the county contracts with vendors that have responsible employment practices, the following criteria will be used in contracting for goods and services:

- A. Preference will be given whenever possible to goods or services produced in the U.S.A.
- B. The county will whenever possible only contract with vendors with responsible employment practices, as defined in Section 3.B below.

Section 3: The county shall require of every bidder for contracts covered under Section 1:

- A. Disclosure of all sub-contractors and sites. The bidder or vendor shall identify the name and address of each subcontractor to be used, as well as the address of all locations, including sub-contractor locations, substantially involved in providing goods or services covered by this act. Such information will be considered public information.
- B. Certification of Compliance. The bidder or vendor shall certify each location, including sub-contractor locations, substantially involved in producing or distributing goods or services covered by this act meets the following standards:

1. Compensation. Wage and benefit levels must be sufficient to meet basic needs and provide some discretionary income for a family of 4 (a "living wage").
2. Rights. The company respects workers' rights to speak up about working conditions, without fear or retaliation, and to form unions of their own choosing without employer resistance. Due process and just cause procedures are used for discipline or discharge, with recourse to arbitration. The company complies with all laws, regulations and standards governing the workplace. The company does not use child labor, forced labor, corporal punishment. The company does not discriminate in hiring, promotion or compensation on the basis of race, national origin, religion, gender, sexual preference, union affiliation, or political affiliation.
3. Safety and Health. The factory provides a safe and healthy work environment.

Section 4: The county, at its discretion, may refuse to award a contract or terminate a contract or ban a vendor from holding contracts with the county for filing false information or for failing to file information required under this act. The county may, at its discretion, require correction and remediation of violations of the standards listed in section 3.B prior to renewing commerce with the contractor. The county may require further proof of compliance with the standards listed in Section 3.B. Upon request the contractor or subcontractor will make all relevant records available to the county or its designee.

I have read Executive Order 98-1 and agree to comply with its requirements.

DATE: _____

SIGNED: _____

POSITION: _____

COMPANY: _____

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the County of Mercer, (hereafter "County") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") 42 U.S.C. *§12101* et seq., which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the County pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the County in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the County, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the County's grievance procedure, the contractor agrees to abide by any decision of the County which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the County, or if the County incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The County shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the County or any of its agents, servants, and employees, the *County shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the County or its representatives.

It is expressly agreed and understood that any approval by the County of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the County pursuant to this paragraph.

It is further agreed and understood that the County assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the County from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

EXCERPTS FROM THE EEOC SEXUAL HARASSMENT GUIDELINES

PART 1604 -- GUIDELINES ON DISCRIMINATION BECAUSE OF SEX

1604.11 Sexual Harassment

(a) Harassment on the basis of sex is a violation of Sec. 703 of Title VII (of the Civil Rights Act of 1964). Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

(b) In determining whether alleged conduct constitutes sexual harassment, The Commission (EEOC) will look at the record as a whole and at the totality of the circumstances, such as the nature of the sexual advances and the context in which the alleged incidents occurred. The determination of the legality of a particular action will be made from the facts, on a case by case basis.

(c) Applying general Title VII principles, an employer, employment agency, joint apprenticeship committee or labor organization (hereinafter collectively referred to as "employer") is responsible for its acts and those of its agents and supervisory employees with respect to sexual harassment regardless of whether the specific acts complained of were authorized or even forbidden by the employer and whether the employer knew or should have known of their occurrence. The Commission will examine the circumstances of the particular employment relationship and the job functions performed by the individual in determining whether an individual in determining whether an individual acts in either a supervisory or agency capacity.

(d) With respect to conduct between fellow employees, employer is responsible for acts of sexual harassment in the workplace where the employer (or its agents or supervisory employees) knows or should have known of the conduct, unless it can be show that it took immediate and appropriate corrective action.

(e) An employer may also be responsible for the acts of non-employees, with respect to sexual harassment of employees in the workplace, where the employer (or its agents or supervisory employees) knows or should have known of the conduct and fails to take immediate and appropriate corrective action. In reviewing these cases the Commission will consider the extent of the employer's control and any other legal responsibility, which the employer may have with respect to the conduct of such non-employees.

MERCER COUNTY'S POLICY ON SEXUAL HARASSMENT

The County of Mercer is committed to the principle that sexual harassment of employees is an abuse of authority and constitutes prohibited, unprofessional and unacceptable conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- A.) Submission to such conduct is explicitly or implicitly made a term or condition of an individual's employment, or
- B.) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- C.) Such conduct has the purpose or effect of interfering unreasonably with an individual's performance or creating an intimidating, hostile or offensive environment.

The County of Mercer is committed to maintaining a working environment that does not condone acts of sexual harassment. Immediate and corrective action will be taken when case of sexual harassment are identified in the workplace.

I have read the above and will comply with the County's policy.

NAME _____
TITLE _____
COMPANY _____
ADDRESS _____
TELEPHONE _____

INSURANCE AND INDEMNIFICATION REQUIREMENTS

The contractor covenants and agrees that at least twenty-one (21) days prior to the beginning of this operation, it will produce and deliver to the County certificates of insurance (if required) written with an insurance company currently admitted in New Jersey, insuring the contractor and stating that the County of Mercer is an **"ADDITIONAL NAMED INSURED"**, insuring against Bodily Injury and Property Damages in the amount of \$1,000,000.00 combined single limit and \$2,000,000.00 aggregate, and Automobile Insurance in the amount of \$1,000,000.00 combined single limit shall be maintained in force during the life of this contract.

Said liability insurance shall be the **Comprehensive General Liability** form and may required **Premises Operations** and include **Independent Contractors, Products/Complete Operations, Explosion, Collapse and Underground Hazard, Broad Form Property Damage and Blanket Contractual as required by the Division of Insurance and Property Management**. Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract.

If applicable, the Contractor or the subcontractor engaged in work involving hazardous substances, as defined in Section 3 of PL 1993, c.139 (N.J.S.A.13:1K-8), or hazardous waste, as defined in Sect. 1 of PL 1976, c.99 (N.J.S.A.13:1E-38), shall procure and maintain pollution liability insurance, also known as "environmental impairment liability insurance".

In all cases where a Certificate of Insurance is required, the County of Mercer and Mercer County Park Commission (if applicable) is to be named as an additional insured and named as the certificate holder as follows: "County of Mercer, 640 South Broad Street, PO Box 8068, Trenton, NJ 08650-0068". The Certificate shall contain a 30-day notice of cancellation. The language shall state the following:

"The County of Mercer and Mercer County Park Commission (if awarded through the Park Commission) named as additional insured."

INDEMNIFICATION AND HOLD HARMLESS CLAUSE

Contractor shall indemnify, defend and save harmless the County from and against any and all loss cost (including attorneys' fees), damages, expenses and liability (including statutory liability and liability under Workers' Compensation Laws) in connection with claims for damages as a result of injury or death of any person or property damage to any property sustained by Contractor or all other persons which arise from or in any manner grow out of any act or negligence on or about the said premises by the Contractor, their partners, agents, employees, customers, invitees, contractors, subcontractors, sub-subcontractors, vendors and the County. This indemnification clause includes any and all claims and costs of same against the County except for the sole negligence of the County pursuant to N.J.S.A. 2A:40A-1. Further, this indemnification clause includes any and all claims and costs of same against the County involving environmental impairment.

WAIVER OF SUBROGATION CLAUSE

Contractor, as a material part of the consideration to be rendered to the County, hereby waives all claims against the County for damages to the goods, wares and merchandise in, upon or about said premises, and contractor will hold the County exempt and harmless from any damage and injury to any such person or to the goods, wares or merchandise of any such person, arising from the use of the premises by the contractor or from failure of the contractor to keep the premises in good condition and repair as herein provided.

PROPERTY DAMAGE CLAUSE

Contractor agrees to indemnify the County of Mercer for any and all costs for the repair or replacement to County Property, including but not limited to, Buildings and Roads, which arise from or in any manner grow out of any act or neglect on or about said premises by the contractor, partners, agents, employees, invitees, vendors, subcontractors and sub-subcontractors.

SIGNATURE

DATE

INSURANCE CERTIFICATE

PLEASE TAKE NOTE OF THE FOLLOWING CHANGE

As you may be aware, there has been a recent change to the ACCORD insurance certificate which precludes placing the number of days for cancellation notification in the lower left hand box. You may fulfill the requirement for a 30-day notice of cancellation for a County of Mercer contract in any one of the following ways:

1. indicate a 30-day notice of cancellation in the Description of Operations box at the bottom of the certificate
2. indicate a 30-day notice of cancellation on a separate page
3. provide a copy of the cancellation clause from the policy (you do not need to provide a copy of the entire policy, only the page(s) referencing the cancellation clause)

If you need further clarification on this or other insurance certificate issues, please contact the Insurance and Property Management Office at 609-989-6655.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____

ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full age,
being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ relies upon the truth of the statements contained in said

Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day

Signature

_____, 2____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

BACKGROUND INFORMATION FORM

The following information is used by Mercer County in the compilation of reports and research. The provision of this information will not affect the determination of this contract/agreement.

Name of Company _____

Address _____

Telephone _____

Nature of Business _____

The ownership of the above referenced business is considered:

- | | | | |
|--------------------|--------------------------|-------------------|--------------------------|
| 1. Black | <input type="checkbox"/> | 2. Caucasian | <input type="checkbox"/> |
| 3. Hispanic | <input type="checkbox"/> | 4. Asian American | <input type="checkbox"/> |
| 5. American Indian | <input type="checkbox"/> | 6. Indian | <input type="checkbox"/> |
| 7. Female | <input type="checkbox"/> | 8. Other | <input type="checkbox"/> |

51% of the business must be owned and controlled by the ethnic group claimed.

Signed _____ Title _____ Date _____

MERCER COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

Upon award of a construction contract, the contractor must access Form AA-201, the Initial Project Workforce Report. The Division of Public Contracts Equal Employment Opportunity Compliance has web-enabled Form AA-202, Monthly Project Workforce Report for Construction Contractors. Vendors and contractors may obtain these forms directly from the Division by accessing the following:

www.state.nj.us/treasury/contract_compliance. Contractors and vendors are responsible for sending copies of the forms to the County.

Proper completion and submission of these reports shall constitute evidence of the contractor's compliance with the regulations. Failure to submit these forms may result in the contract being terminated. The contractor also agrees to submit a copy of the Monthly Project Workforce Report, Form AA-202 once a month thereafter for the duration of the contract to the Division and to the County Compliance Officer. After notification of award, but prior to signing a construction contract the EEO/AA evidence must be submitted. The County shall retain the Affirmative Action evidence in the bid file for review by the Division.

All successful Construction Contractors must submit the following as evidence:

1. Complete Form AA-201 (Initial Project Workforce Report).
2. This report must be submitted to the Department of Purchasing after notification of award but prior to signing a contract.
3. The contractor shall submit Form AA-202 (Monthly Project Workforce Report) to the County and to the Division of Public Contracts Equal Employment Opportunity Compliance once a month thereafter for the duration of the contract.

The undersigned contractor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

(REVISED 4/10)

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is

satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5- 31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or

arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

**STATEMENT OF CORPORATION OWNERSHIP 52:25-24.2. BIDDERS TO SUPPLY
STATEMENT OF OWNERSHIP OF 10% INTEREST IN CORPORATION OR PARTNERSHIP**

No corporation or partnership shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, the cost of which is to be paid with or out of any public funds, by the State, or any county, municipality or school district, or any subsidiary or agency of the State, or of any county, municipality or school district, or by any authority, board, or commission which exercises governmental functions, unless prior to the receipt of the bid or accompanying the bid, of said corporation or said partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class or of all individual partners in the partnership who own a 10% or greater interest therein, as the case may be. If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, exceeding the 10% ownership criteria established in this act, has been listed. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

STOCKHOLDER DISCLOSURE CERTIFICATION
FAILURE TO SUBMIT AND SIGN THIS FORM IS CAUSE FOR AUTOMATIC REJECTION

☐ I certify that the list below contains the NAMES (DO NOT SPECIFY A CORPORATION OR HOLDING COMPANY **AND HOME ADDRESSES** of all persons or individuals holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one person owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Sole Proprietorship
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Limited Liability Partnership
<input type="checkbox"/> Subchapter S Corporation	<input type="checkbox"/> Non-Profit Corporation	<input type="checkbox"/>
Other _____		

COMPLETE IF THE BIDDER IS ONE OF THE FOUR TYPES OF CORPORATIONS:

DATE OF INCORPORATION: _____

STATE OF INCORPORATION: _____

BUSINESS ADDRESS: _____

STOCKHOLDERS NAME AND ADDRESS (DO NOT REFERENCE A COMPANY)

Name: _____

Name: _____

Address: _____

Address: _____

LEGAL NAME OF BIDDER: _____

Signature _____ Date _____

Printed Name & Title _____

THIS FORM MUST BE SIGNED.

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Contract Language for BRC Compliance

Goods and Services Contracts (including purchase orders)

** Construction Contracts (including public works related purchase orders)*

N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Subcontractors through all tiers of a project must provide written notice to their subcontractors and suppliers to submit proof of business registration and subcontractors shall collect such proofs of business registration and maintain them on file;
- 3) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors and suppliers* or attest that none was used; and,
- 4) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-9292.

**SAMPLE OF THE NEW JERSEY BUSINESS REGISTRATION CERTIFICATE ACCEPTABLE BY
THE COUNTY OF MERCER**

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION#:
970-097-382/500

ADDRESS:
**847 ROEBLING AVE
TRENTON NJ 08611**

EFFECTIVE DATE:
01/01/01

FORM-BRC(08-01)


TRADE NAME:
CLIENT REGISTRATION

SEQUENCE NUMBER:
0107330

ISSUANCE DATE:
07/14/04

John S. Tully
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

 **STATE OF NEW JERSEY**
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: TAX REG TEST ACCOUNT

Trade Name:

Address: 847 ROEBLING AVE
TRENTON, NJ 08611

Certificate Number: 1093907

Date of Issuance: October 14, 2004

For Office Use Only:
20041014112823533

EQUIPMENT CERTIFICATION

STATUTORY REFERENCE: N.J.S.A. 40A:11-20

The Contractor is certifying the availability of the appropriate equipment to provide the specified services from any bidder submitting a bid on public work showing that he owns, leases or controls all the necessary equipment required by the plans and specifications.

The undersigned Bidder hereby certifies as follows:

Name of Bidder: _____

By: _____
(signature)

Name of above: _____

Title: _____

Date: _____

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follow:

1. The number and type of (*Type of Equipment or Vehicle, etc.*) intended to be used to fulfill all requirements of the Contract Documents with respect to the (*Scope of Work/Services*) are listed Table 1 and 2 and attached hereto.

Note: If the Bidder **owns or controls** all the necessary equipment required, complete Paragraph 2 below. If the Bidder **does not own or control** all the necessary equipment required, complete Paragraph 3 below.

2. The bidder owns or controls all the necessary equipment shown in Table 1 and required to accomplish the work described in the Contract Documents during the Contract Term.

Name of Bidder:_____By:_____

(Signature)

Name:_____Title:_____

3. The Bidder does not own or control all the necessary equipment required to accomplish the Work described in the Contract Documents during the Contract Term. The equipment actually owned or controlled by the Bidder is identified in Table 1.

The remaining equipment required to perform the Work described is noted in Table 2 together with the certification of the owner or person in control of such equipment.

Name of Bidder:_____By:_____

(Signature)

Name:_____Title:_____

(Type or print name of individual beneath signature – affix corporate seal if appropriate)

TABLE 1
LIST OF EQUIPMENT
OWNED OR CONTROLLED BY BIDDER

<u>Type of Equipment</u> <u>Vehicle, Pump, Etc.)</u>	<u>Number</u>	<u>Make</u>	<u>Equipment</u> <u>Model</u>	<u>Age</u>
---	----------------------	--------------------	--	-------------------

(Attach additional sheets if necessary)

TABLE 2

**CERTIFICATION OF OWNER OR CONTROLLER OF EQUIPMENT
NOT OWNED OR CONTROLLED BY BIDDER**

This is to certify that I, the undersigned, own or control the equipment required and noted below and definitely grant the Bidder named below the control of said equipment during such time as may be required for that portion of the Work described in the Contract Documents for which said equipment is necessary for the term of the contract.

(Name of Bidder)

(Name of Owner or Controller)

Name of Bidder:_____

By:_____
(Signature)

Name:_____

Title:_____

<u>Type of Equipment</u> <u>Vehicle, Pump, Etc.)</u>	<u>Number</u>	<u>Make</u>	<u>Equipment</u> <u>Model</u>	<u>Age</u>
---	----------------------	--------------------	--	-------------------

(Attach additional sheets if necessary)

PLEASE PROVIDE REFERENCES OF PROJECTS IN SIMILAR SCOPE AND COST

PROJECT NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT _____
TELEPHONE NUMBER _____
CONTRACT AMOUNT _____

PROJECT NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT _____
TELEPHONE NUMBER _____
CONTRACT AMOUNT _____

PROJECT NAME _____
ADDRESS _____
CITY, STATE, ZIP _____
CONTACT _____
TELEPHONE NUMBER _____
CONTRACT AMOUNT _____

PROPOSAL

The undersigned bidder declares that he/she has read the Notice to Bidders, Instructions to Bidders, Affidavits, Specifications and Drawings and that he/she has determined the conditions affecting the bid agrees, if this proposal is accepted, to furnish and deliver the following:

SECURITY SYSTEM INSTALLATION AND REPAIR SERVICES FOR THE MERCER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEM FOR A TWO (2) YEAR PERIOD

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

CONTRACT AWARD IS DETERMINED BASED UPON REGULAR HOURS

HOURLY RATE BETWEEN 7:00 AM AND 5:00 PM (REGULAR HOURS)

\$ _____

WRITTEN WORD

DEFINITION OF REGULAR HOURS AND OVERTIME HOURS

Regular hours are defined as any hours worked between 7:00 A.M. and 5:00 P.M., Monday through Friday. Overtime including weekends and holiday hours are defined as any work performed outside of "Regular hours". The awarded contractors shall be paid 1.3 times their regular rate for overtime, weekends and holidays.

**THE COUNTY WILL PAY A TEN PERCENT (10%) MARK-UP ABOVE CONTRACTOR'S WHOLESALE
COST FOR ALL EQUIPMENT, MATERIALS AND SUPPLIES EXCLUDING SHIPPING**

**VENDOR WILL EXTEND CONTRACT PRICES TO THE "COUNTY COOPERATIVE CONTRACT
PURCHASING SYSTEM" PARTICIPANTS**

YES ☐ **NO** ☐

COMPANY _____
ADDRESS _____
ADDRESS _____
NAME _____
TELEPHONE _____
FAX _____
E-MAIL _____
DATE _____

CONTRACT AWARD

The County of Mercer shall award the contract or reject all bids within such time as may be specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the County, be held for consideration for such longer period as may be agreed.

☐

Check here if willing to hold the pricing consideration until the contract award.

☐

Check here if not willing to hold the pricing consideration until the contract award.

AUTHORIZED SIGNATURE

IF AWARDED A CONTRACT, PLEASE PROVIDE CONTACT, ADDRESSES FOR PURCHASE ORDERS AND CHECK REMIT TO INFORMATION, COPY OF YOUR W9 AND UPON AWARD, FORWARD TO THE COUNTY OF MERCER, ACCOUNTS PAYABLE, 640 SOUTH BROAD STREET, TRENTON, NJ 609 278 8139

CONTRACT CONTACT _____

COMPANY _____

PURCHASE ORDER MAILED TO:

CHECK REMIT TO:

TELEPHONE _____

FAX _____

E-MAIL _____

BID ACCEPTANCE

If written notice of the acceptance of Bid is mailed, telegraphed or delivered to the undersigned, or public award of contract is made, whichever is earlier within sixty (60) days after the date of the opening of the Bids, or any time thereafter before Bids are withdrawn, the undersigned will, within (10) days after the date of such mailing, telegraphing or delivering of such notice or public award, execute and deliver a contract and provide the required Performance and Payment bond in accordance with the Specification and Bid as accepted.

We understand that, upon written request, any Bid may be withdrawn at any time prior to the scheduled time for the opening of Bids or any authorized postponement thereof.

Name of Contractor:_____

By:_____

(Signature)

(Title)

Business Address:_____

Date: _____

Witness:_____

(Signature)

(Type Name)

Dated:_____

(State of Incorporation)

If Bidder is a corporation, write State of Incorporation above;

If a partnership, give full names of all partners.

The Undersigned is (a Partnership) under the laws of the State of _____ ,

having principal offices at _____.

FIRM

ADDRESS

ADDRESS

SIGNATURE OF AGENT

TYPE OR PRINT NAME

PHONE

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

ALTERNATIVE DISPUTE RESOLUTION PROCESS

Claims and Dispute Resolution Procedures

1. NOTICE: All claims, disputes, issues, clarifications, and other matters questioned by the Contractor, arising out of, or relating to the Contract Documents, Work, or Project, or which may affect the Contract Time or Contract Price, shall be submitted orally or in writing by the Contractor to the County by the end of the next business day after the event in question, and prior to disturbance of the conditions, unless relating to the safety of person or property. The initial notice shall be confirmed in writing to the County within three (3) calendar days of initial notice. The Contractor shall submit, as part of its written confirmation, pertinent information and documentation so the County can evaluate same. The failure to submit such information and documentation shall constitute the Contractor's waiver of any right to seek an adjustment of the Contract Time or Contract Price as a result of such event.
2. PROJECT SITE RESOLUTION: The County shall review the information and documentation furnished by Contractor, and shall issue a reasoned written response within seven (7) calendar days of receipt of the written confirmation. The Contractor shall undertake compliance with the County's written decision. If the Contractor believes the County's decision (i) will be the basis for an adjustment to the Contract Price or Contract Time, (ii) is impossible, or (iii) will adversely affect the integrity of or safety on the Project, it shall have the right to contest the County's decision by a written submission to the County within three (3) calendar days of its receipt. The Contractor shall submit its original submission and any newly discovered or additional information, for review. Within three (3) calendar days of receipt, the County shall have the right to (i) modify the County's decision in writing; (ii) reject the Contractor's request; or (iii) not respond, in which case, the County's decision will stand. The Contractor shall take all reasonable precautions to safeguard the Work and Project while this process takes place, and shall continue performance of the Work, in other locations, so as not to jeopardize the integrity of the Project, Work, Contract Time, Completion, or Safety. Any extraordinary additional costs incurred by either Party may become part of the related claim.
3. MEDIATION: The procedures set forth in Articles 1 and 2 are conditions precedent to the Contractor's instituting any other procedures for the resolution of any claim or dispute. Thereafter, all claims, disputes and other matters in question between the County and Contractor, arising out of, or relating to, this Contract or any breach thereof, including, but not limited to contract interpretations, changes, contract modifications, and events that effect the Contract Time or Contract Price, shall be submitted by Contractor or County, pursuant to a Notice of Claim duly certified by an authorized officer of Contractor or County, to mandatory mediation within seven (7) calendar days (i) after the County to the Contractor's submission pursuant to Article 2, or (ii) of any other event which might not be subject to Article 2. The Notice of Claim shall be submitted to all other mediation parties, any pre-designated Mediator, and any pre-designated mediation administrator.

The Notice of Claim shall state facts, reasons and circumstances for the claim and shall, to the best of the Contractor's and County's abilities, itemize the additional incurred and anticipated costs and time relating thereto. All parties receiving the Notice of Claim, shall respond with a similar document within five (5) calendar days of its receipt. The Notice of Claim will permit further investigation and evaluation by the Contractor, County and Mediator toward a resolution, prior to or during the mediation. The mediator selection

process shall commence within three calendar (3) days of receipt of the first Notice of Claim. The Mediator shall be selected by (i) designation in Contract Documents, (ii) mutual agreement between Contractor and County, or (iii) American Arbitration Association, in order of priority. The Mediation shall be administered by the American Arbitration Association, if the parties had not previously otherwise agreed. The Mediation hearing shall commence within ten (10) calendar days of the selection of the Mediator. Work on the Project shall not be interrupted, delayed or hindered during the Mediation process, unless agreed to in writing by the County. The hearing date shall not be canceled unless by consent of all parties, or with the Mediator's consent, or by the Mediator. Mediation shall be conducted at the Project site, or as the parties agree. The cost of the Mediator and the administration of the Mediation shall be deducted from any specific allowance that may be so designated in the Contract Documents, or shall be equally borne by the parties. The Mediation shall be attended by an executive officer of the Contractor who shall have full authority to act for and bind the Contractor, and by a duly authorized officer or executive of the County. The Mediation shall be subject to County's right to have joined in that Mediation all other parties as permitted by N.J.S.A. 40A:11-50. Full compliance with this Mediation process shall be a condition precedent to utilizing Articles 4 through 7.

4. **ARBITRATION:** Any claims not settled in accord with Articles 1 through 3, shall be decided by Arbitration in accordance with the Construction Industry Arbitration. Rules of the American Arbitration Association and applicable Laws that govern the Project, Work, and Parties. It shall be the obligation of the alleging party to specifically delineate each and every Law that it deems applicable and to specify how each impacts on the issues presented to the Arbitrator(s). The Arbitrator(s)' Award shall include (i) a concise written breakdown and itemization of all damages, remedies and relief being awarded for and against each party and their representatives, and (ii) a written opinion and explanation as to basis for awarding the items referenced in the preceding item (i). The Arbitrator(s)' shall take due consideration of all Laws raised in the hearings, as referenced above. There shall be a separate itemization for any legal fees that might be awarded by the Arbitrator(s), who shall specifically reference the provision within the Contract Documents or Laws permitting the Award of same. An Arbitrator(s)' Award shall be final and binding, and judgement may be entered upon it in accordance with applicable Laws in any court having jurisdiction thereof.
5. **ARBITRATION DEMAND:** Notice of the Demand for Arbitration shall be filed in writing with the other party to this Contract, the County, and the American Arbitration Association. The Demand for Arbitration shall be made within a reasonable time after the Mediation has been concluded, but in no event after the date when institution of legal or equitable proceeding based on such claim, dispute or other matter in question would be barred by applicable statute of limitations or other Laws relating to the County.
6. **JOINDER AND CONSOLIDATION:** Any Arbitration between the County and any other party subject to consolidation or joinder as provided in N.J.S.A. 40A:11-50, or by separate contract provision with either Contractor or County may be so consolidated or joined, at the option of the Contractor or County, who is a party to said contract, subject to the Arbitrator(s) consent or as otherwise determined by the Arbitrator(s), and provided same has a common subject matter or issue. The CONTRACTOR shall have the right to join the County as a party to the Arbitration with the Contractor at any reasonable time.
7. **CONTINUATION OF CONTRACT:** Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any Mediation or Arbitration, and Owner shall

continue to make payments to the Contractor in accordance with the applicable provisions of the Contract Documents. The Mediation and Arbitration process shall not effect the Owner's right to exercise its rights and remedies in accord with the Contract Documents; and otherwise act in the public interest.

8. FRIVOLOUS CLAIMS: If it is determined by the Arbitrator(s) that (i) the Contractor or Owner's Notice of Claim was willfully exaggerated and submitted in bad faith; (ii) the Contractor or Owner intentionally and in bad faith failed to comply with the Mediation provisions and process of this contract; (iii) the Contractor or Owner presented a frivolous claim or defense, as defined in N.J.S.A. 2A:15-59.1, in whole or part, in the Arbitration; or (iv) the Contractor or Owner acted in an intentionally arbitrary and capricious manner and failing to comply with the provisions of the Contract Documents, then the Arbitrator(s) shall have the cost authority to award the prevailing party reasonable legal fees and collection costs, incurred as a direct result of such frivolous act or omission. This aspect of an Award shall be separately identified and quantified.
9. THIRD PARTY CLAIMS: The Arbitration provisions of this Article shall not restrict Owner's or Contractor's right to proceed against the other in any judicial forum where a claim, suit, fine, violation, or proceeding has been instituted or filed by a Third Party against either the Owner or Contractor, provided said issues were not specifically included within any previous Arbitration.

SAFETY PROGRAM CERTIFICATION

As set forth more fully within the Contract, Specifications and Supplementary Specifications: Bidders certify compliance with all rules and regulations of Federal, State, and local health officials, including Federal, State, and local laws, rules and regulations concerning construction safety and health standards, and OSHA regulations concerning construction safety and health standards. Bidders agree that at the preconstruction meeting, they shall submit a written safety program that meets or exceeds the minimum requirements of this Contract, Specifications and Supplementary Specifications and any/all applicable Federal, State, and local laws, rules and regulations concerning safety and health standards, and OSHA regulations concerning construction safety and health standards. Bidders agree that receipt of the written safety program by the County or by any County official shall not be considered or be construed as approval of the written safety program and shall not be considered a part of the Contract and shall not obligate the County or any County official to carry out the written safety program in any manner. Bidders agree that they are responsible and accountable for all aspects of the above-mentioned written safety program, including, but not limited to, creating, developing, implementing, updating, monitoring, supervising, enforcing, and correcting deficiencies. Bidders agree that they shall defend, indemnify and save harmless the County and any County official from any and all liability from any actions arising directly or indirectly or alleged to arise from the written safety program. Bidders agree that they assume distinct and several risks, whether they arise from acts or omissions, whether negligent or not, of the Bidder (Contractor), subcontractors, suppliers, materialmen, employees, agents, and all others working for the Bidder (Contractor), the County and any County official, with respect to risks of loss or damage to the permanent construction, risks of claims on account of injury, loss or damage, risks of loss to property of those performing the work, risks of claims related to the Bidder's (Contractor's) written safety program (and/or any other Safety and Health Program) including for the benefit of all officers, agents and employees of the County. Bidders agree that the enumeration of risks assumed herein, or within the Contract, Specifications or Supplementary Specifications, shall not be deemed: to limit the effect of any provision related to such risks and claims; to imply that the Bidder (Contractor) assumes or is responsible for risks or claims only of the type enumerated; to limit the risks that the Bidder (Contractor) would assume of the claims for which the Bidder (Contractor) would be responsible in the absence of such enumerations. Bidders agree that no act or omission by the County or any County official, including but not limited to the appearance, conversation(s), monitoring, supervision, inspection of construction progress or quality, aid with respect to any applicable construction task, availability, or photography at or near the construction site for which the bid herein is submitted, shall be considered an affirmative act, assumption of any duty, assumption of any risk, knowledge of Federal, State, or local laws, knowledge of rules and regulations concerning safety and health standards, knowledge of OSHA regulations concerning construction safety and health standards, or otherwise transfer responsibility and accountability for safety or the written safety program at or near the construction site for which the bid herein is submitted from the Bidder (Contractor) to the County or any County official.

I certify and agree to comply with all safety requirements, as set forth here and more fully within the Contract, Specifications and Supplementary Specifications.

DATE: _____
SIGNED: _____
POSITION: _____
COMPANY: _____

RELEASE OF PROJECT TO OWNER
(Please type or print clearly)

I, _____, hereby formally release the project referred to as
CONTRACTOR NAME

Insert bid name and number

This form certifies that _____ has
CONTRACTOR NAME

removed or disconnected all temporary facilities from the site, along with mock-ups, construction tools and similar elements.

Signature of Contractor

Subscribed and sworn to before me

(Signature of Notary Public)

this _____ day of _____

Print name of Notary Public

Commission Expires _____

MERCER COUNTY COOPERATIVE MEMBERS

1. TOWNSHIP OF LAWRENCE
240 BAKERS BASIN ROAD
LAWRENCE, NEW JERSEY 08648
(609) 844-7137
FAX# (609)-584-0220

CONTACT PERSON: GREGORY WHITEHEAD
gwhitehead@lawrencetwp.com

2. TOWNSHIP OF PRINCETON
400 WITHERSPOON STREET
PRINCETON, NEW JERSEY 08540
(609) 688-2566 Ext. #471
FAX# (609) 688-2052

CONTACT PERSON: JANET PELLICHERO
jpellichero@princeton-township.nj.us

3. BOROUGH OF PRINCETON
P.O. BOX 390
PRINCETON BOROUGH, NJ 08540
(609) 497-7655
FAX# (609) 924-9714

CONTACT PERSON: SANDY WEBB
swebb@princetonboro.org

4. CITY OF TRENTON PURCHASING
319 EAST STATE STREET
TRENTON, NEW JERSEY 08608
(609) 989-3137
FAX# (609) 989-4260

CONTACT PERSON: VIVIAN ARRINGTON
varrington@trentonnj.org

5. MERCER COUNTY COMMUNITY COLLEGE
1200 OLD TRENTON ROAD
WEST WINDSOR, NEW JERSEY 08550
TELEPHONE: (609) 570-3253
FAX: (609) 570-3822

CONTACT PERSON: STEPHEN GREGOROWICZ
gregoros@mccc.edu
MADELINE EHELEBE
ehelbem@mccc.edu

6. TOWNSHIP OF HOPEWELL
201 WASHINGTON CROSSING - PENNINGTON RD.
TITUSVILLE, NEW JERSEY 08560
(609) 537-0244
FAX# (609) 737-2770

CONTACT PERSON: NANCY CANTO
ncanto@hopewelltp.org

MERCER COUNTY COOPERATIVE MEMBERS

7. BOROUGH OF HOPEWELL
4 COLUMBIA AVENUE – P.O. BOX 128
HOPEWELL, NEW JERSEY 08525
(609) 466-2636
FAX# (609) 466-8511
CONTACT PERSON: MICHELE HOVAN
michele.hovan@hopewellboro-nj.us

8. TOWNSHIP OF ROBBINSVILLE
56 ROBBINSVILLE-AlLENTOWN ROAD
ROBBINSVILLE, NEW JERSEY 08691
(609) 259-0422
FAX# (609) 259-0322
CONTACT PERSON: DINO J. COLAROCCO
dinoc@washington-twp.org

9. TOWNSHIP OF EWING
2 JAKE GARZIO DRIVE
EWING, NEW JERSEY 08628
(609) 883-2900 Ext. #7642
FAX# (609) 883-7392
CONTACT PERSON: GAIL KOWNACKY
glkownacky@ewingtwp.com

10. WEST WINDSOR TOWNSHIP
271 CLARKSVILLE ROAD
WEST WINDSOR, NEW JERSEY 08550
(609) 799-2400 Ext. #218
FAX# (609) 799-1610
CONTACT PERSON: JANIS DINATALE
jdinatale@westwindsortwp.com

11. SPECIAL SERVICES
1020 OLD TRENTON ROAD
HAMILTON, NJ 08690
(609) 631-2123
(609) 586-5144 EXT. #1210
FAX# (609) 586-8966
CONTACT PERSON: NANCY SWIRSKY
SEAN CAVALIER
nswirsky@mcts.edu
scavalier@mcts.edu

MERCER COUNTY COOPERATIVE MEMBERS

12. VOCATIONAL TECHNICAL SCHOOLS
1085 OLD TRENTON ROAD
HAMILTON, NJ 08690
(609) 586-2123
FAX# (609) 586-8966
CONTACT PERSON: NANCY SWIRSKY
nswirsky@mcts.edu

13. THE BOROUGH OF PENNINGTON
30 NORTH MAIN STREET
PENNINGTON, NEW JERSEY 08534
(609) 737-0276
FAX# (609) 737-9780
CONTACT PERSON: ANTHONY PERSICHILLI
apersichilli@worldnet.att.net

14. WEST WINDSOR-PLAINSBORO REGIONAL SCHOOL DISTRICT
505 VILLAGE ROAD WEST
PRINCETON JUNCTION, NJ 08550
(609) 716-5000
FAX# (609)-716-5012
CONTACT PERSON: TONI DUBANIEWICZ
LAWRENCE LOCASTRO
Toni.Dubaniewicz@ww-p.org
Lawrence.LoCastro@ww-p.org

15. TOWNSHIP OF EAST WINDSOR
16 LANNING BOULEVARD
EAST WINDSOR, NJ 08520
(609) 443-4000
FAX# (609) 443-6865
CONTACT PERSON: BILL ASKENSTEDT
public_works@east-windsor.nj.us

16. BOROUGH OF HIGHTSTOWN
148 NORTH MAIN STREET
HIGHTSTOWN, NJ 08520
(609) 490-5100 EXT. #620
FAX# (609) 371-0267
CONTACT PERSON:
DEBRA SOPRONYI
clerk@hightstownborough.com

MERCER COUNTY COOPERATIVE MEMBERS

17. EAST WINDSOR REGIONAL SCHOOL DISTRICT
25A LESHIN LANE
HIGHTSTOWN, NJ 08520
(609) 443-8195
FAX# (609) 443-8195

CONTACT PERSON: KURT STUMBAUGH
kstumbaugh@ewrsd.k12.nj.us

18. LAWRENCE TOWNSHIP BOARD OF EDUCATION
2565 PRINCETON PIKE
LAWRENCE, NJ 08648
(609) 671-5420
FAX# (609) 883-4225

CONTACT PERSON: THOMAS ELDRIDGE
CYNTHIA KORKUCH

teldridge@ltps.org
ckorkuch@ltps.org

19. PRINCETON REGIONAL SCHOOL DISTRICT
25 VALLEY ROAD
PRINCETON, NJ 08540
(609) 806-4210
FAX# (609) 806-4225

CONTACT PERSON: APRIL TAYLOR
STEPHANIE KENNEDY

april_taylor@monet.prs.k12.nj.us
stephanie_kennedy@monet.prs.k12.nj.us

20. ROBBINSVILLE BOARD OF EDUCATION
155 ROBBINSVILLE-EDINBURG ROAD
ROBBINSVILLE, NJ 08691
(609) 632-0910
FAX# (609) 371-7964

CONTACT PERSON: ARLENE BIESIADA
LOUISE DAVIS

biesiada@robbinsville.k12.nj.us
ldavis@robbinsville.k12.nj.us

21. HOPEWELL REGIONAL SCHOOL DISTRICT
425 SOUTH MAIN STREET
PENNINGTON, NJ 08534
(609) 737-4000 Ext. #2705
FAX# (609) 737-7415

CONTACT PERSON: BOB COLAVITA
PAT JAEZKO

rcolavita@hvrsd.k12.nj.us
pjaezco@hvrsd.org

MERCER COUNTY COOPERATIVE MEMBERS

22. TRENTON BOARD OF EDUCATION
108 NORTH CLINTON AVENUE
TRENTON, NJ 08609
(609) 656-5446
FAX# (609) 278-3074

CONTACT PERSON: GEORGETTE BOWMAN
JAYNE HOWARD

gbowman@trenton.k12.nj.us
jhoward@trenton.k12.nj.us

23. EWING TOWNSHIP BOARD OF EDUCATION
1331 LOWER FERRY ROAD
EWING, NJ 08618
(609) 538-9800
FAX# (609) 538-0041

CONTACT PERSON: LISA RASAW
DENNIS NETTLETON

lrasaw@ewingboe.org
dnettleton@ewingboe.org

24. TOWNSHIP OF HAMILTON
2090 GREENWOOD AVENUE - P.O. BOX 0150
HAMILTON, NJ 08650
(609) 890-3502
FAX# (609) 890-3632

CONTACT PERSON: DON RAGAZZO
dragazzo@hamiltonnj.com

25. HAMILTON TOWNSHIP SCHOOL DISTRICT
90 PARK AVENUE
HAMILTON, NJ 08690
(609) 631-4100
FAX# (609) 631-4104

CONTACT PERSON: PETER FRASCELLA
pfrascella@hamilton.k12.nj.us

26. MERCER COUNTY IMPROVEMENT AUTHORITY
80 HAMILTON AVENUE- 2ND FLOOR
TRENTON, NJ 08611
(609) 278-8080
FAX# (609) 695-1452

CONTACT PERSON: Carol Navarro
cnavarro@mercercounty.org

MERCER COUNTY COOPERATIVE MEMBERS

27. TRENTON HOUSING AUTHORITY
875 NEW WILLOW ST
TRENTON, NJ 08638
(609) 278-5000

CONTACT PERSON: KEN MARTIN
kmartin@tha-nj.org

28. HAMILTON TOWNSHIP FIRE DISTRICT NO. 3
13 RENNIE STREET
HAMILTON, NJ 08610
(609) 392-1710
FAX# (609) 392-2698

CONTACT PERSON: THOMAS T. GRIBBIN, FIRE CHIEF

29. HOPEWELL TOWNSHIP FIRE DISTRICT NO. 1
201 WASHINGTON CROSSING-PENNINGTON ROAD
TITUSVILLE, NJ 08560
(609) 730-8156
(609) 537-0287
FAX# (609) 730-1563

CONTACT PERSON: SARAH OCICKI OR CHIEF MATTHEW MARTIN
Sarah.ocicki@hopewelltwpfire.org
mmartin@hopewelltwpfire.org

30. THE COLLEGE OF NEW JERSEY
2000 PENNINGTON ROAD
EWING, NJ 08628
(609) 771-2859

CONTACT PERSON: MARK MEHLER
Mehler@tcnj.edu